

ARCANA CLERICALIA:

OR, THE

CH

**Mysteries of Clerkship
EXPLAINED;**

Declaring, Defining, and Illustrating the
Essential and Formal Parts of Deeds and
their Nature, Operation, and Use.

In Conveying, Limiting, and Setling

ESTATES

Don't

BY

Booker Jones

Deeds, Fines, and Recoveries, in Fee,
in Tail, for Life, for Years, to Uses, in
Trust, &c.

With *Charter-Parties*, and other Instruments
in Merchants Affairs.

And containing divers Precedents heretofore
Collected by *George Billingshurst*, late of *Grays-Inn*, Esq;
Now Improved and *Digested* in a Regular Method,
and Enlarged with variety of Modern, Select, and
Approved Precedents.

By **H. Curson** of the *Inner-Temple*, Gent.

o

L O N D O N: 1705

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T H E
P R E F A C E
T O T H E
R E A D E R .

T H E Promising Title
of Arcana Clericalia
sometime since Published, In-
ducing me to Peruse the
Book, although many Au-
thentick Precedents and use-
ful Directions were contained
A 2 therein ;

The Preface.

therein ; yet I found them brought together in such disorderly and undigested a manner, without Introduction or Connection, as did in no wise answer the Title, or my expectation therein : Therefore I conceiv'd, if the Mysteries of Clerkship were Explained (as the Title seem'd to Import) and the good Precedents and Directions therein Improved, and reduced to a Regular Method ; the Additions of some Choice, and Approved Modern Precedents might render the whole Beneficial, Useful and Accepta-

The Preface.
*Acceptable to the Publick;
and future Satisfaction, Re-
compence the past Labours
of*

H. Curson.

A 3

THE

THE
T A B L E
O F
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Deeds

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Deeds

**BOOKS Printed for, and Sold
by Edward Place at Furnival's-
Inn-Gate in Holborn.**

Law.

Clergyman's Law.
Cowel's Interpreter.
Bridgman's Conveyances.
Coke's Reports.
Compleat Clerk.
Wingate's } Abridgment,
Washington's }
Office of Executors.
Greenwood of Courts.
Landlord's Law.

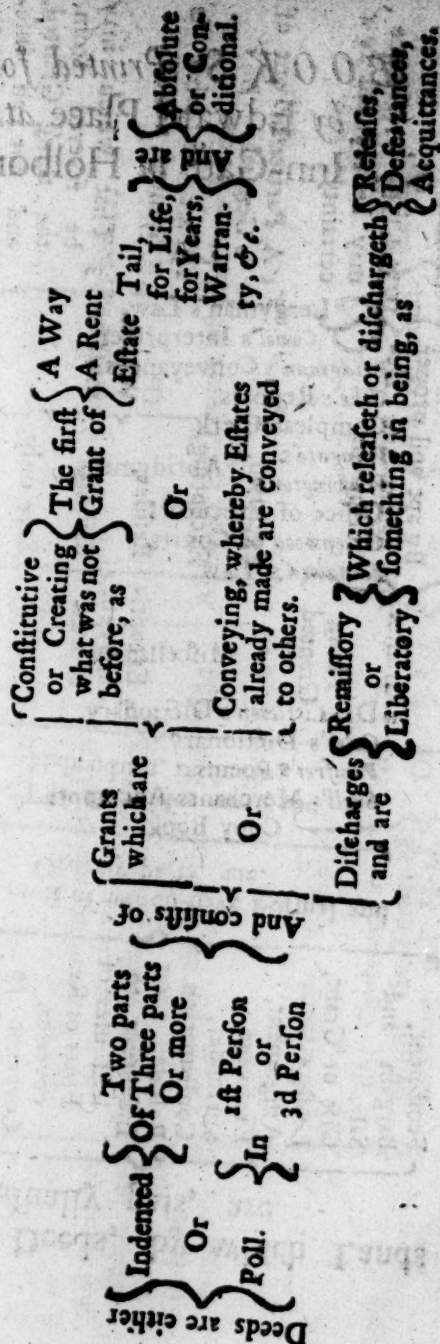
Miscellanies.

Dr. Littleton's Dictionary.
Coler's Dictionary.
Pomfret's Poems.
Smell's Merchants Accompts.
— Copy Book.

THE

ANALYSIS.

Of the Art of Conveyancing.



Ordinary

Ordinary Deeds, by which Lands usually pass, are

- Feoffment, Bargain and Sale, Gift or Grant, Lease, Assignment, Exchange, Surrender, Confirmation, Release, Indenture to lead uses of Fines or Recoveries, Covenant to stand seized to Uses, Revocation, and new Declaration.

All, or most of which have Formal and Orderly parts, viz.

1. The Premises unto the Habendum, including

- 1 Grantor,
 - 2 Grantee,
 - 3 Thing Granted.
- By apt and proper names and Descriptions.
- 4 Excepti- on by the Words.
 - Excepted,
 - Excepting,
 - Besides,
 - Saving,
 - Save only,
 - Or.
- Which must be

Which are certain in themselves.
Or,
Which by reference may be reduced to a certainty.

- 1 A Particular out of a General.
- 2 Part of what is Granted, not all.
- 3 That which may be severed from the thing Granted, and not an inseparable Incident thereto.

- 5 Recital of something antecedent.

ANALYSIS.

ANALYSIS.

1 The Grantee

2 The Habendum whose Office is to set down

3 Certainty of Thing, Estate and Life Granted, and to what Use.

Yielding,

Paying, And reserves what was not before,

Or

Doing,

Reserving, Abridges the Tenure of what was before.

Finding, &c.

4 Warranty.

5 The Covenants containing the Terms of Granting and Holding, being either

Real Or Personal

Inherent Or Collateral

And must contain things to be done Lawful and Profitable.

ANALYSIS.

All or most of which have Formal and
Orderly parts, viz.

6. The Con-
ditions which
are }
Precedent }
Or }
Subsequent }
are }
To the E-
state and
Restrictive
are

Affirmative
Negative
Collateral
Inherent
Compulsory
Single
Copulative
Disjunctive.

And make the
Estate where-
to they are
annexed.
Or
Void without
Entry
Or
Voidable by
Claim

Or tend to
Make and en-
large,
Or,
Destroy or
Clogg
Estates.

7. The Conclusion.

To

ANALYSIS.

To the making of a Good Deed,
are required.

1. Legible and Formal Writing in { Paper Or Parchment } before Sealing and Delivery.

2. Capable Persons
not disabled by
Law, as { Donors that are Donees as { Monks, Friars, &c.

{ Persons Attainted of { Treason Felony Premunire
Infants, Madmen, Idiots, Femes Covert, Ahens, Deaf, Blind and Dumb from Nativity,

Except in
several spe-
cial Cases
and things.

3. A thing to be Granted and Passed.

To

ANALYSIS.

4. By proper { 1. Grantor.
and sufficient
Names and { 2. Grantee,
Descriptions { 3. Thing Granted,

Which must
be Grantable }
In its own Nature
And
By him that Grants it.

{ And is ei-
ther. } 

5. True Reading or declaring to a Blind or Illiterate Person, if required.

To the making
of a good Deed
are required

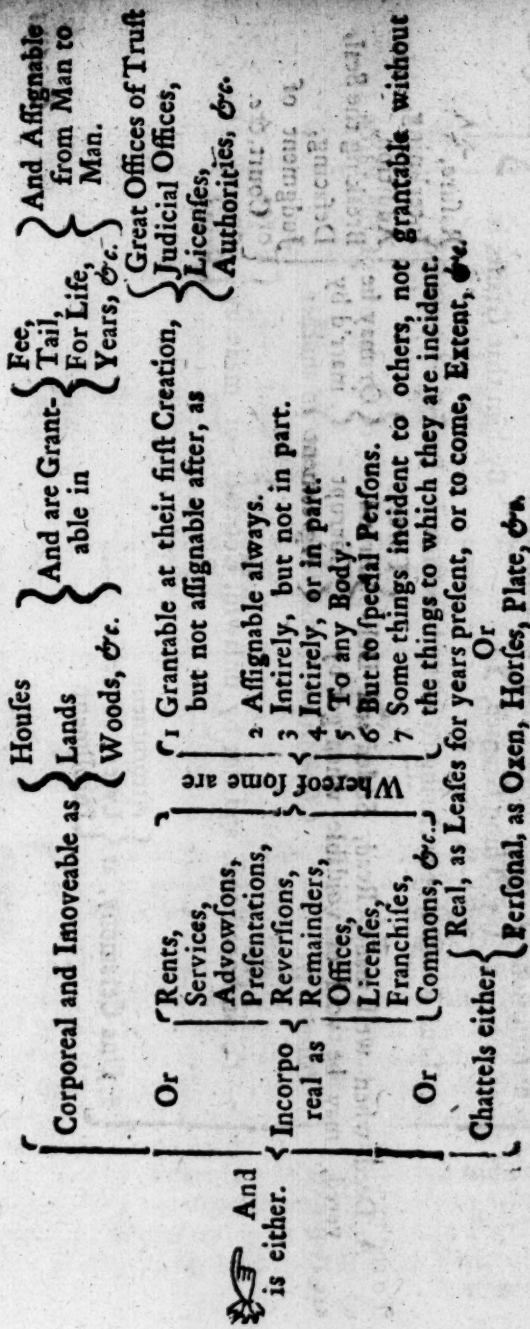
6. Sealing and Delivery { Absolutely and positively to, or to the use of the Party
by the Maker or his { Or
Authority. { Conditional, and as an Escrow to another

7. To an honest end, and not by unlawful Contract, or made by { Force
or
Fraud

8. Due Ceremony, as { Attornment
Livery of Seisin
Inrollment.

And

ANALYSIS.



ANALYSIS.

A Deed when well made, Read, Sealed and Delivered, may be void or voidable when got by

Force, Fraud, Corrupt Agreement

Or may be marr'd by

Rasure, Interlining, Addition, Breaking the Seal, Defacing, Judgment of Court, &c.

Fine
Intel
thod
presu
so far
the s
Form
De
liver
is com
ment

Arcana

Arcana Clericalia;

OR THE
MYSTERIES
OF
CLERKSHIP.

*The Description of the several sorts of Deeds,
and their Principal and Formal Parts ex-
plained.*

THE Design of the following Treatise, *The Design*
being to set forth and declare the My- *of the Trea-*
steries of Clerkship in conveying, li- *tise to de-*
miting and settling of Estates by Deeds, *clare the*
Fines and Recoveries, for rendring the same more *Mysteries of*
Intelligible, both in respect to Matter and Me- *Clerkship.*
thod; It will be requisite to pursue the *Analysis*
prefixed to this Work, Entituled, *Arcana Clericalia,*
so far as shall be necessary; And define and describe
the several sorts of Deeds, and their Principal and
Formal Parts. And First,

Deed, *Fait* or *Factum* is a Writing sealed and de- *Description*
livered, to prove the Agreement of Parties to what *of Deeds*
is contained therein, and is to be written in Parch- *with their*
ment or Paper, being least subject to be Vitiated; *necessary*
where- *Incidents.*

The Description of Deeds.

whereunto Ten Things are necessarily incident. 1. Writing. 2. In Parchment or Paper. 3. A Person able to Contract. 4. By a sufficient Name. 5. A Person able to be Contracted with. 6. By a sufficient Name. 7. A thing to be Contracted for. 8. Apt Words required by Law. 9. Sealing, and 10. Delivery.

*The two
sorts of
Deeds, In-
dented and
Poll.*

And Deeds are of two sorts. 1. Indented, which are of two, three or more Parts, and is a Writing containing a Conveyance, Bargain, Contract, Covenants or Agreements between two or more, and is Indented in the top or side, with another containing the same Matter. And if a Deed begin *hec Indentura*, This Indenture, &c. and the Parchment or Paper is not Indented, this is no Indenture; but if the Deed be Indented, and there be no Words of Indenture in the Deed, yet it is an Indenture in Law. Antiently a Deed Indented was called *Carta Cyrographata*, or *Carta Communis*, because each Party had a Part. 2. Poll, made in the first Person or third Person, and is that which is plain without Indenting, so called, because it is cut even or Polled, and every Deed that is pleaded shall be intended to be a Deed-Poll, unless it be alledged to be Indented. A Deed-Poll was antiently called *Carta de una parte. Et in equa manu Communis amici utriusque ponatur salvo custodiendum, dum cuilibet partium necesse fuerit exhibendum*.

*Deeds ei-
ther Crea-
ting, Con-
veying or
Discharg-
ing.*

And Deeds consist of Grants, which are Constitutive or Creating what was not before, as the first Grant of a Way, a Rent, an Estate in Tail, for Life, for Years, &c. either Absolute or Conditional; or Conveying, whereby Estates already made are conveyed to others; or else consist of Discharges, and are Remissory or Liberatory, which releaseth or dischargeth something in being, as Releases, Defeazances or Acquittances.

*By what
Deeds
Lands usu-
ally pass.*

And the ordinary Deeds by which Lands usually pass are Feoffment, Bargain and Sale, Gift or Grant, Lease, Assignment, Exchange, Surrender, Confirmation, Release, Indenture to lead the Use of Fines or Recoveries, Covenant to stand seized

The Description of Deeds:

3

to Uses, Revocation; and new Declaration of Uses. All of which have three principal Parts or Points, *The three principal parts of a* viz. Writing, Sealing and Delivery, without which it is no perfect Deed, to bind the Parties, and all or most of them have eight formal Parts, *viz. Deed.* First, The Premises unto the *Habendum*, including the Grantor, the Grantee, the Consideration, and the thing Granted by apt and proper Names and Descriptions, and are certain in themselves or by Reference, may be reduced to a certainty. And the Clause of Exception by the Words excepted, excepting; saving, &c. which must be of a Particular out of a General, or part of what is Granted, not all, and of that which may be severed from the thing Granted. and not inseparably incident thereunto. Secondly, The *Habendum*, whose Office is to set down the Grantee, and certainty of the thing, and the Estate Granted, and to what Use. Thirdly, The *Tenendum*, which (where the Fee-simple passeth) must be of the Chief Lord of the Fee. Fourthly, The *Reddendum*, which reserves some new thing to the Grantor by the Words yielding, paying, doing, reserving, &c. Fifthly, The Warranty. Sixthly, The Covenants containing the Terms of Granting and Holding, being either Real or Personal, and Inherent or Collateral, and must contain things to be done which are lawful and possible. Seventhly, The Provisoes or Conditions which are Precedent or Subsequent to the Estate, and are Affirmative, Negative, Collateral, Inherent, Restrictive, Compulsory, Single, Copulative or Disjunctive, and make the Estate whereunto they are annexed, void without Entry or Claim; or voidable by Entry or Claim, or else tend to make and enlarge, or to destroy or clog Estates. Eighthly, The conclusion, *In cujus Rei Tribunalium* comprehending the Sealing, and sometimes the Date, containing the Day, the Month, the Year and Stile of the King, or of the Year of our Lord. But these formal or orderly parts are not so of the Essence of a Deed, but a Deed of Feoffment may be without all of them and yet be good. *Formal parts, not of the Essence of a Deed.*

The Premises in Deeds.

good. For if a Man by Deed give Lands to another and his Heirs. This is good if he put to his Seal to the Deed, deliver it, and make Livery accordingly. So it is if *A.* give Lands, to have and to hold to *B.* and his Heirs, this is good, altho' the Feoffee is not named in the Premises, and yet no well advised Man will trust to such Deeds which only Law by Construction maketh good, *Ut res magis*

When Form and Substance concur, then is the Deed good.

valent. But when Form and Substance concur, then is the Deed fair and absolutely good. Therefore that we may shew how such good and effectual Deeds are to be made. We shall proceed to declare what is necessary concerning the formal parts thereof in order. And first concerning,

The Premises.

The Premises, what is comprehended therein. Two sorts of Persons capable of Purchase.

Comprehending the Grantor and Grantee ; wherein is to be considered what Persons are capable of being Grantor, Feoffor, Donor or Lessor, Grantee, Feoffee, Donee or Lessee, and by what Names, Degrees and Additions.

Persons capable of Purchase are of two sorts, Persons natural, created of God, as *J. S.* and Persons Incorporate or Politick, created by the Policy of Man (and therefore they are called Bodies Politick,) and those be of two sorts, *viz.* either Sole or Agregate of many : Again, Agregate of many, either of all Persons capable, or of one Person capable, and the rest incapable or dead in Law.

Who are capable to Purchase, who not.

Some Men have Capacity to Purchase, but not Ability to hold ; some Capacity to Purchase and Ability to hold or not to hold, at the Election of them or others ; some Capacity to take and to hold ; some neither Capacity to take nor to hold, and some specially disabled to take some particular thing, for which see *Co. 1 Inst. 2. a. b. 3. a.*

And

The Premises in Deeds.

5

And now somewhat is to be said who have Ability to Grant, Enfeoff, &c. and may be a Grantor, Feoffor, Donor, Lessor, &c.

Whosoever is disabled by the Common-Law to take, is disabled to Enfeoff, &c. But many that have Capacity to take, have no Ability to Enfeoff, &c. As Men Attainted of Treason, Felony, &c. or of a *Præmunire*, Aliens born, the King's Villains, Traitors, Felons, &c. he that hath offended against the Statute of *Præmunire* after the Offences committed, if Attainders ensue, Ideots, Madmen, a Man Deaf Dumb and Blind from his Nativity, a Feme Covert, an Infant, a Man by Dures; For the Feoffments, &c. of those may be avoided. But an Heretick though he be convicted of Heresie, a Leper removed by the King's Writ from the Society of Men, Bastards, a Man Deaf Dumb or Blind, so that he hath Understanding and sound Memory, albeit he expresses his Intention by Signs, Villain of a common Person before Entry or the like, may Enfeoff, &c.

All Feoffments, Gifts, Grants and Leases by Bishops, although they be confirmed by the Dean and Chapter, by any of the Colleges or Halls either of the Universities or elsewhere, Deans and Chapters, Master or Gardian of any Hospital, Parson, Vicar or any other, having Spiritual or Ecclesiastical Living, are also to be avoided, and all the said Bodies Politick or Corporate, are by the Statutes of the Realm disabled to make any Conveyances to the King or to any other, as it hath been adjudged. *Co. 1 Inst. 42, 43. 102, &c.* And now we come to speak of

*The Grounds and Considerations of a
Deed of Conveyance.*

Consideration of a Deed, either expressed or implied.

Consideration is the material Cause of a Contract, without which no Contract can bind the Party. This is either expressed, as when a Man Bargains to give 20 *l.* for a Horse; or is implied, as when a Man comes into a Common Inn, and there staying takes Meat or Lodging for himself or his Horse; The Law presumes he intends to pay for both, and if he discharge not the House the Host may stay his Horse.

Where Consideration of natural Affection shall be adjudged fraudulent.

Also there is a Consideration of Nature and Blood, and valuable Consideration; and therefore if a Man be Indebted to divers others, and yet in Consideration of natural Affection, gives all his Goods to his Son or Cousin; This shall be construed a fraudulent Gift within the Stat. 13 *Eliz. cap. 5.* because this Act intends a valuable Consideration.

And these Considerations are set forth and expressed in divers Forms, as appears in the following Precedents or Examples.

Money in part paid, and in part secured.

1. **Witnesseth**, That the said *A. B.* as well for and in Consideration of the Sum of 500 *l.* of lawful Money of *England* to him in hand paid before the Ensealing and Delivery hereof by the said *C. D.* the Receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and of every Part and Parcel thereof doth acquit and discharge the said *C. D.* his Heirs, Executors and Administrators by these Presents: As also for and in Consideration of the Sum of 500 *l.* more of the like Money by the said *C. D.* secured to be paid unto the said *A. B.* his Executors and Administrators in manner and form following, *viz.* on the 20th day of *January* now next ensuing, the Sum of 300 *l.* part thereof, and on the first day of *March* then following, the Sum of 200 *l.* the residue of the said Sum of 500 *l.*

2. **Whereas**

The Premises in Deeds.

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2. **Whereas**, the said *A. B.* at the enfealing and delivery of these Presents is, and standeth seized of an Estate to him and the Heirs-males of his Body, with divers remainders over, of and in the Manors, Mesuages, Lands and Tenements hereafter in these Presents mentioned, *Now witnesseth this present Indenture*, That for and in Consideration of the barring of the said Estate-tail, and all the Remainders thereupon depending, and for the settling of an absolute Estate in Fee-simple of Inheritance, in the said *A. B.* whereby he may be enabled to make a good and perfect Assurance to such Person or Persons and their Heirs, as have agreed, or hereafter shall agree with him the said *A. B.* to purchase the said Manors, &c. [*A. B.* Covenants to suffer a Recovery] — Or thus: That for the settling of the Manors, Lands, Tenements and Hereditaments hereafter in these Presents mentioned to such Use and Uses, and in such Manner and Form as hereafter are in these Presents limited and expressed, and for the enabling of the said *A. B.* to make and grant Leases and Estates of and in the said Manors, Lands and Premises in such manner and sort, and according to the Power and Authority to him hereafter in and by these Presents reserved, and for other good Causes and Considerations, &c.

3. **Witnesseth**, that the said *A. B.* in consideration of the natural Love and Affection which he beareth unto *C. B.* his Son and Heir apparent, and for his Advancement and present Maintenance, and to the end that the Daughters of the said *A. B.* may have convenient Portions to maintain and prefer them in Marriage, and for the establishing of the Manors, Lands, Tenements and Hereditaments hereafter mentioned, to such Uses, Intents and Purposes as are hereafter limited and appointed, and for other good Causes and Considerations, &c. Or thus: In consideration of the great Love and natural Affection, which he the said *A. B.* beareth unto *C. B.* the natural Son and Heir

The Premises in Deeds.

apparent of the said *A. B.* and to the Heirs-male of the Body of the said *C. B.* and to the end, intent and purpose that the Manors, Lands, Tenements and Hereditaments hereafter mentioned, shall and may continue in the stock, blood and kindred of the said *A. B.* &c. — Or thus: As well for the advancement and preferment of the Heirs-male of the Body of the said *A. B.* lawfully to be begotten, and for the better advancement and preferment of *C. B. D. B.* &c. the natural Brothers of the said *A. B.* and to the end that the Manors, &c. hereafter mentioned may continue in the name, blood and kindred of the said *A. B.* so long as it shall please God, as for divers other good Causes and Considerations, &c.

*Another
form more
large.*

4. **Whereas**, the said *A. Lord B.* is and standeth seized in possession, reversion and remainder, of some Estate of Inheritance, of and in divers and sundry Honors, Castles, Manors, Lordships, Messuages, Parks, Chases, Lands, Tenements, Advowsons, Liberties, Franchises and Hereditaments, all which or the most part thereof have for a long time remained and continued in the Name and Blood of the said Lord *B.* and in regard the said Lord *B.* is desirous and intendeth to establish and settle all the said Honours, Manors, &c. to such intents and purposes, as that the same may remain in the Name, Blood and Kindred of the said Lord *B.* according to the Uses hereafter thereof expressed and declared, for the better Advancement of the House, Honour and Blood of the said Lord *B.* so long as it shall please God to permit the same; and out of the Fatherly Love and Affection which he beareth unto Sir *T. B.* Knight, his Son and Heir apparent; and for the preferment, advancement and maintainance of the Lady *E. B.* now the Wife of the said Lord *B.* and for her Joynture in case she shall happen to overlive the said Lord *B.* and for divers other good Causes and Considerations, &c.

*Joynture.
Settlement
on collate-
ral Heirs.*

s. Wit.

The Premises in Deeds.

9

5. *Witnesseth*, that for divers good Causes and Considerations, him the said *A. B.* hereunto moving, and especially for that the said *A. B.* and *C. B.* his Wife have been married these many Years, and have had no issue of their Bodies : And to the end that in case the said *A. D.* should die without Issue of his Body lawfully begotten, the Capital Mesuage, Lands and Tenements hereafter mentioned shall and may, so long as it shall please God, remain and continue in the Blood and Kindred of the said *A. B.* and for the natural Love which he beareth unto, &c. [naming his Brothers or Sisters] and for divers other good Causes and Considerations, &c.

6. *Whereas* there is a marriage by the Grace of God to be shortly had and solemnized between the said *C. B.* Son and Heir apparent of the said *A. B.* and *A. D.* the Daughter of the said *C. B.* *witnesseth* that the said *A. B.* in consideration of the said Marriage, and of the Sum of 800 l. of good and lawful Money of *England* to him in Hand paid, as the Marriage portion of the said *A. D.* by the said *C. D.* her Father, and for the natural Love and Affection which the said *A. B.* beareth unto the said *C. B.* and to the end, intent and purpose that a competent Joynture may be had, and made unto the said *A. D.* for the better maintenance, livelihood and advancement of the said *A. D.* in case she shall happen to survive and overlive the said *C. B.* and in full recompence and satisfaction of all the Dower and Title of Dower which she the said *A. D.* by or after the Death of the said *C. B.* shall or may have to any the Manors, Lands, Tenements or Hereditaments, whereof the said *C. B.* shall during the coverture between him and the said *A. D.* be seized of any Estate of Inheritance, and for the advancement of the Name and Blood of the said *C. B.* and for and towards a provision of Maintenance to be had and made unto, and for the said *C. B.* and *A. D.* during the natural Lives of the said *A. B.* and his Wife, &c.

7. *Witnesse*, &c.

The Premises in Deeds.

7. *Witnesseth*, that for and in Consideration of the natural Love and Affection which the said *A. B.* beareth unto the said *C. B.* his eldest Son and Heir apparent, and other his Sons hereafter named, and for the Advancement of the Name and Blood of the said *A. B.* and also in consideration of a Marriage heretofore had and solemnized between the said *C. B.* and *D. B.* now Wife of the said *C. B.* and of the Sum of 1000*l.* to the said *A. B.* by *W. D.* Father of the said *D. B.* well and truly contented and paid as the Marriage-portion of the said *D. B.* and to the end and intent that a competent and convenient Joynture and Estate may be had, made and provided for the said *D. B.* for term of her Life, (in case she shall happen to survive the said *C. B.*) in recompence and satisfaction of all the Dower, and Title of Dower, which the said *D. B.* by or after the Death of the said *C. B.* hath or shall, or may have in or to any of the Manors, Mesuages, Lands, Tenements or Hereditaments, whereof the said *C. B.* is, or during the Coverture between him and the said *D. B.* shall be seized of any Estate of Inheritance, and for other good Causes and Considerations, &c.

*An other
in relation
to former
agreements*

8. *Witnesseth*, that in consideration of a Marriage heretofore had between the said *A. B.* and *F. B.* his now Wife, and of the good Will and Affection which the said *A. B.* beareth unto the said *F. B.* and for the true performance of such Promises and Agreements had and made, by the said *A. B.* upon the Marriage between the said *A. B.* and the said *F. B.* had as aforesaid, and for a Joynture, &c. and to the end and intent and purpose that the Lands, Tenements and Hereditaments of the said *A. B.* hereafter mentioned, may come and continue to and in the issue of the said *A. B.* and *F.* in such sort, manner and form as hereafter is in these presents expressed mentioned, and declared, and for other good Causes, &c.

*Payment of
Debts.*

9. *Whereas*, the said *A. B.* is now lawfully seized in his Demesne as of a Fee, of and in a Mesuage,

fuage, Tenement and Lands, with the Appurtenances, situate, lying and being, &c. of the yearly Value of 250 l. *per annum*, of lawful Money of England. And whereas the said *A. B.* is indebted, and doth owe unto divers Persons several Sums of Money, amounting in the whole to 1000 l. of like Money being particularly mentioned in a Schedule hereunto annexed, which Sums the said *A. B.* is not at present able to pay, and yet minding and intending to make payment thereof, with such speed as it may be : In consideration thereof, and for as much as the said *C. D.* hath undertaken out of the Rents, Issues and Profits arising out and from the said Mesuage, Lands and Premisses, to pay and satisfie the Debts owing by the said *A. B.* rateably to his Creditors, according to their several Debts, as the same shall be yearly raised, out of the said yearly Rents, Issues, and Profits, Now witnesseth, &c.

And now for the explaining and approving what Considerations are valuable and what not valuable, and other matters concerning the same, I shall insert the following

Cases concerning Considerations.

A Ny Man at this day may give Lands, &c. to any person or persons and their Heirs for the finding of a Preacher, maintenance of a School, relief and comfort of maimed Souldiers, sustinence of poor People, reparation of Churches, Highways, Bridges, Causes, discharging of poor Inhabitants of a Town of Common Charges, for making of a Stock for poor Labourers in Husbandry and poor Apprentices, and for the Marriage of poor Virgins, or for any other Charitable Uses. And it is good Policy upon every such Feoffment to reserve a small Rent to the Feoffor and his Heirs,

Lands may be given for any charitable Uses.

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Heirs, or to express some such Consideration of some small Sum, for the Cause in *Porter's Case*, Co. Rep. L. 1. 15.

Where considerations, sho' not expressed in the Deed may be averred. Resolved where the Estate of the Wife is upon express Condition to perform the Will which importeth a Consideration of making the Estate, yet it may be averred to be for Joynture of the Wife, for one Consideration stands with another; and altho' it be not expressed in the Deed, yet it may be averred, Co. Rep. L. 4. *Vernon's Case*, 3, 4.

A Devise implieth a consideration in it self, therefore cannot be averred to A Devise implieth a Consideration in it self, and therefore as a Devise cannot be averred to be to the Use of any other than to the Devisee, if it be not expressed in the Will; No more can a Devise be averred to be for Joynture, if it be not expressed in the Will, but rather as a Benevolence. *Ibid.*

be to any other use than is expressed. Consideration which standeth with the Deed may be added notwithstanding it is not contained in the Deed, Co. 11. 25. *Henry Harper's Case*.

Consideration may be added tho' not contained in the Deed. Recompence and Consideration in case of a Will altho' not to the value of the Land doth make it in case of a Will in Construction of Law a Fee-simple, Co. 3. 21. *Boraston's Case*.

Consideration in case of a Will maketh a Fee-simple. Action of the Case lieth in Debt upon valuable Consideration. As if *A.* Bargain for a certain Consideration to deliver *B.* twenty Quarters of Wheat yearly during his Life, and for not delivering one Year, adjudged an Action well lieth, for otherwise it shall be Mischievous to *B.* for if he shall be driven to his Action of Debt he shall never have it, but his Executors or Administrators; for Debt doth not lie in that Case till all the Days are past, and that shall be contrary to the Bargain and Intent of the Parties; for *B.* doth provide it yearly for his necessary Use. So if Money be given in Marriage to be paid at several Days; an Action of the Case lieth for Non-payment at the first Day, but no Action of Debt till all the Days are past.

Also it is good in as many Cases as may be done in Law to Oust the Defendant of his Law, and an Action

Action of the Case will lie although there be another formed Action in many Cases which the Party may Elect either the one or the other, 4 Co. 92 to 95. *Slade's Case*.

Where the Testator might have waged his Law, *Action sur* no Action will lie against his Executors, but an *Assumpsit* Action sur Assumpsit upon good Consideration, *lieth a-* without Specialty to do a thing is no more Per- *gainst an* sonal, viz. annexed to the Person than a Covenant *Executor* by Specialty to do the same thing, 9 Co. 88, 89, *upon good* 90. *Pinchen's Case*. *Considera-*

If an Executor having Assets, or a Stranger promise to a Man, that if he will stay for his Debt till *tions.* *Michaelmas*, I will pay your Debts; It is a good *Where a* Consideration, for although it cannot be any Be- *promise is* nefit to the Defendant, yet it is a Damage to the *a good* Plaintiff, 9 Co. 94. *Bane's Case*. *Considera-*

Thomas Lord Paget being seized, &c. covenanted *Where a* with *Thomas Farmer* and others, That in considera- *Deed was* tion of Discharge of his Funeral, payment of his *void be-* Debts and Legacies out of the Profits of his Lands, *cause the* and for advancement of his Sons, Brothers and *Parties* others of the Blood, he and his Heirs would stand *were Stran-* seized to the Use of the said T. F. for the Life of *gers to the* the Lord Paget, and after to the Use of C. P. and *Considera-* others for the term of twenty four Years, and af- *tion, and* ter the Expiration, then to the Use of W. P. his *where it is* Son in Tail with divers Remainders over. And *otherwise,* afterwards the Lord Paget was Attainted of Treason, and adjudged the Term to C. P. was void. because it wanted good Consideration, for as much as C. P. and the others were Strangers to the Consideration, *Scil.* to the Payment of his Debts and Legacies; but if he had made them Executors so as that they had been chargeable with the Payment of them, and so privy to the Consideration, then the Consideration had been good.

But a doubt was, although the Term was void yet in as much as the Use to W. P. was to be raised by Covenant out of the Estate of the Covenantor and not by Transmutation of the Estate, *if*

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If the Use should be raised and vested in *W. P.* until the twenty four Years were expired by Effluxion of time ; for in the same Case Sir *Roger Manwood* said, If a Man make a Feoffment in Fee to the Use of *A.* for Life, after to the Use of *B.* for Life, and after to *C.* in Fee, In this Case if *A.* refuse *B.* shall take presently, for the Feoffor by his Feoffment hath given all his Estate out of him, and all the Uses are created out of it as out of one Root, and therefore as long as any of the Uses can take Effect, the Feoffor shall not have any meddling with the Land. But in case of a Covenant which raiseth an Use, there the Consideration which is the cause which raiseth every several Use, is several, and all the Uses grow and rise out of the Estate of the Covenantor, and therefore if one refuse, he who is next in Remainder shall not take the Land presently but the Covenantor.

1 Co. 154. Restor of *Chedington's* Case.

A use cannot be raised upon a general Consideration. The Consideration to remain in the Name and Blood was no consideration to raise a Use to the Queen, because there was no quid pro quo.

An Use cannot be raised upon a general Consideration, &c. But a Consideration may be averred although it be not expressed. *V. de Co.* 1. 176. *Mildmay's* Case.

Tenant in Tail of certain Land, Remainder in Fee ; He in the Remainder by Deed Indented and inrolled in consideration, and to the intent that all his Lands, &c. should remain in his Family, Name and Blood, as for other good Considerations doth Covenant that he himself will stand seized of all his Lands, &c. to the Use of himself and of the Heirs male of his Body begotten, and after to the Use of divers of his Brothers in Tail, and for default of such Issue unto the Use of the Queen, her Heirs and Successors; afterwards Tenant in Tail in possession doth suffer a Common Recovery with Voucher, and if the same shall barr the Issue in Tail. Resolved it shall barr. Resolved the consideration to remain in the Name and Blood notwithstanding the Use limited to the Queen, is for the Benefit and Preservation of the Estates Tail, as well against Discontinuances as against

against Barrs, and is no consideration to raise the Use to the Queen, for there wanteth *quid pro quo*. Et *contractus dicitur quasi actus contra actum*. 1 Co. 15. Lane's Case.

How Consideration and Uses may be averred by Word without Writing upon Fines, &c. Vide 2 Consideration Co. 75, 76. may be averred upon Fines. A Gift upon good consideration, if not bona fide not within the Stat. 5 Eliz. 6. the Stat. 13 Eliz. A Covenant upon good Consideration if there be a

A Bargain or Gift of Goods altho' towards satisfaction of a true Debt, yet adjudged fraudulent, 3 Co. 81. Resolved, as a Gift made upon good Consideration, if it be not bona fide is not within the Proviso of the Stat. 13 Eliz. so a Gift made bona fide without good Consideration is not within the Proviso. *Id. d.*

An Addition of a lawful Covenant upon good Consideration in an Indenture, if the Indenture contain other Covenants against the Stat. 5 Eliz. 6. or which are unlawful, it shall not make the Bond of Force upon breach of Covenants alledged, and the Stat. 27 Eliz. maketh voluntary Estates with Power of Revocation as to Purchasors in equal Condition with fraudulent Conveyances, 3 Co. 83.

No Purchasor shall avoid a Precedent Conveyance made by Fraud and Covin, but he who is a Purchasor for Money or other valuable Consideration. 3 Co. 63. shall not make the Bond of force upon breach of Covenants. None but a Purchasor upon a valuable Consideration shall avoid a Precedent Conveyance.

By Indenture Tripartite between R. B. and his Wife of the first part, James his second Son of the second part, and Michael the Defendant of the third part; the said Robert in consideration of natural Love and Affection which he hath to James and Michael, and for their better Preferment, and to the intent the Lands might remain in his Name and Blood. covenanted to stand seized to the Use of himself for Life, after to his Wife for Life, after one Moiety to James, the other to Michael in Tail, which was all found by Verdict. The Question was whether any Use did arise to the Wife for that she was not within the consideration expressed in the Indentures, and no other can be added, and all ought to appear therein, and nothing

A Consideration which standeth with the Deed may be averred. thing left to be averred by the Parties. But resolved that a Consideration which standeth with the Deed and is not repugnant, may be averred as adjudged in *Viller's Case*. 3 and 4. P. and M. And moreover here is a Consideration implied in it self when he limiteth the Estate to the Wife. And be averred. so if I covenant to stand seized to the Use of my Wife, Son or Cousin, it shall well raise an Use *Where if a* without any expresse Words of Consideration. But *Consideration be* if the Consideration be 100 l. there the Deed must *be intolled by the Stat.* 26 H. 8. cap. 10. for then *Money, the* it is in nature of Bargain and Sell. 7 Co. 40. *Bedel's Deed ought* *to be intolled.* And thus having declared what is necessary *led.* concerning the Grounds or Considerations of Deeds, *The things* and of the Grants and Estates thereby made, we *granted by* are next to proceed to the Thing granted, and in *Deed and* course to declare, *how.*

The general Words used for granting or passing of Manors, Mesuages, Lands, Tenements, &c.

A Manor, of what composed, and by what Words passed.

A Manor cannot be made at this Day. Where there is but one Freeholder there cannot be a Manor.

A Manor is composed of divers things, as of a House, Arable Land, Pasture, Meadow, Wood, Rent, Advowson, Court Baron, and such like, which make a Manor. And this ought to have been for time, the contrary whereof Man's Memory cannot discern. At this Day a Manor cannot be made, because a Court Baron cannot now be made. And a Manor cannot be without a Court Baron, and Suitors and Free-holders, two at the least; for if all the Free-holds except one Escheat to the Lord, or if he Purchase all except one, there his Manor is gone, for where there is but one Free-hold or Free-holder there cannot be a Manor properly, although it be called a Manor, And for the general Words for granting and passing of Manors, Mesuages, &c. See the following Precedents.

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All that the Mannor of *L.* with the Appurtenances, in the County of *M.* And also all Messuages, Houses, Edifices, Buildings, Barns, Stables, Out-houses, Yards, Backsides, Orchards, Gardens, Lands, Tenements, Meadows, Leasowes, Pastures, Feedings, Waies, Wastes, Waste-grounds, Commons, Commodities, Moors, Marthes, Wood-grounds, Woods, Under-woods, Waters, Water-courses, Ponds, Pools, Liberties, Fishings, Rents, Reversions, Services, Fines, Amerciaments, Court-lets, Courts-baron, Views of Frank-pledge, and Profits of Courts; and all that to Courts and Leets belongeth, Waifs, Estrays, Goods and Chattels of Felons and Fugitives; Customs, Rights, Jurisdictions, Privileges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, with the Appurtenances, of whatsoever kind, Nature or Quality, or by whatsoever Name or Names they are called or known by, situate, lying and being, coming, renewing, arising or growing in *L.* aforesaid, or elsewhere in the said County of *M.* to the said Mannors, Messuages, Lands, Tenements, Meadows, Pastures, Feedings and other the Premisses, or to every or any of them in any wise belonging or appertaining, or incident thereunto, or as part, parcel or member thereof, or at any time heretofore known, accepted, taken, used, demised or reputed, as part, parcel or member thereof, or of any part thereof.

A Mannor.

All that the Mannor or Lordship of *F.* lying and being in the Parish of *F.* with the Rights, Members and Appurtenances thereof, or thereunto belonging in *F.* aforesaid, in the County of *M.* And all and singular Rents, Reversions, Services, Courts and Perquisites of Courts, Views of Frank-pledge, Privileges, Franchises, Jurisdictions, Royalties, Liberties, Profits and Commodities, and Hereditaments whatsoever, to the said Mannor, and other the Premisses belonging, or in any wise appertaining, situate and being, growing, arising and renewing, within the Parish of *F.* aforesaid, in the County of *M.* And all that Advowson, Donation,

*Another for
a Mannor.*

C

An Advowson.

Nomination, Presentation, free Disposition and right of Patronage, of the Parish Church of F. aforesaid.

A Messuage and Lands.

All that Messuage or Tenement, with the Appurtenances, commonly called or known by the Name of B. and all Out-houses, Barns, Stables, Buildings, Yards, Backsides, Orchards, Gardens, Curtilages and Appurtenances whatsoever, thereunto belonging, situate and being in the Parish of G. in the County of M. And also all and singular those several Closes, or parcels of Land, Meadow, Pasture and Arable, hereafter particularly mentioned; that is to say, One Close or parcel of Pasture Ground, called or known by the Name of D. Close, containing, by estimation, twenty Acres, or thereabouts, be the same more or less, &c. [and so the other Closes with their Names and Contents of Acres, and also put down the abutments of them, in case they be dispersed or intermingled with other Lands] All which said Closes, or parcels of Land do lie together, near unto the said Messuage or Tenement, and are belonging to, or have been usually letten or occupied together with the same, and are situate, lying and being in the Parish of C. aforesaid, and now are, or late were, in the Tenure or Occupation of G. H. his Assigns or under-Tenants: And all and singular Ways, Easements, Water-courses, Fishings, Ponds, Commons, Common of Pasture, Heath, Turbary, Woods, Under-woods, Profits and Commodities whatsoever, with their and every of their Appurtenances, to the said Messuage, or Tenement and Premises belonging or appertaining, or reputed to belong thereunto, or used or letten together with the same.

A Messuage in Lond.

All that Messuage or Tenement, with the Appurtenances, situate and being in or near Fleet-street, in the Parish of St. Dunstons in the West, London, commonly called or known by the Sign of the Mirmaid, now in the Tenure or Occupation of G. H. his Assigns or under-Tenants, together with all and singular Shops, Cellars, Sollers, Chambers,

bers, Rooms, Entries, Ways, Passages, Yards, Backsides, Edifices, Buildings, Gutters, Water-courses, Easements, Profits, Commodities and Appurtenances whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, or therewith used, occupied or enjoyed, or accepted, reputed or taken, as part, parcel or member thereof.

All that great Messuage or Inn commonly *An Inn.* called or known by the Name, or Sign of the George, situate and being in a Street called B. Street, in the Parish of C. London, together with all Cellars, Sollers, Rooms, Chambers, Stables, Haylofts, Ways, Passages, Courts, Yards, Lights, Windows, Water courses, Racks, Planks, Mangers, and all other Appurtenances whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, or therewith used, occupied or enjoyed, or reputed or taken as part, parcel or member thereof, which said Messuage or Inn is now in the Tenure or Occupation of A. B. Innholder, his Assigns or Under-Tenants.

All that his Messuage or Tenement and Brew- *A Brew-* house, situate and being in a Street called B. Street, *house.* in the Parish of, &c. London, with all the Stables, Edifices, Buildings, Ways, Passages, Lights, Water-courses, Profits, Commodities and Appurtenances whatsoever, thereunto belonging, or therewithall now used, occupied or enjoyed : And also, all and singular those Vessels, Furnaces, Coppers, and other Utensils whatsoever, to the said Brewhouse belonging, and now used together with the same, being in a Schedule hereunto annexed, particularly mentioned.

All that his Water-grist Miln and Milns (being *A Water-* two Grist Milns under one Roof) commonly *grist Miln.* called or known by the Name of B. Miln or Milns, with the Appurtenances, situate and being in the Parish of, &c. sometimes in the Tenure or Occupation of one A. B. and now or late in the Tenure or Occupation of C. D. or his Assigns or Under-Tenants, and all that parcel of Ground, on part

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The Suit to the Milns. whereof the said Milns now stand, containing by Estimation one Acre or thereabouts, be the same more or less. And also all that the Suit of and to the said Milns, as well customary as conventional, of all the Tenants of the Mannor of S. in the said County, and all the Toll and Custom, for grinding of all the Corn and Grain of the said Tenants, and also all and singular Head-wares and Miln-Ponds, and the Soil thereof, to the said Miln or Milns belonging or appertaining. And all and singular Miln-pools, Miln-ponds, Miln-Dams, Stranks, Banks, Ponds, Streams, Waters, Water-courses, Rivers, Fishings, Fishing Places, Ways, Paths, Passages, Easments, Profits, Commodities, Advantages, Emoluments and Appurtenances, to the said Miln or Milns, and other the Premises, or any of them, or any part or parcel thereof belonging or appertaining, or with the same now or at any time heretofore used, occupied or enjoyed.

Another.

All that his Water-grist Miln, commonly called or known by the Name of B. Miln, situate and being in the Parish of C. in the County of D. And all that parcel of Ground, on part whereof the said Miln now standeth: And also all and singular Miln-ponds, Miln-dams, Banks, Streams, Water-courses, Ways, Easments, Profits, Advantages, Commodities and Appurtenances whatsoever, to the said Miln and Premises belonging or appertaining, now in the Tenure or Occupation of A. B. his Assigns or Under Tenants.

A Prebend.

All that the Prebend of B. in the County of C. with all and singular the Rights, Members and Appurtenances thereof: And also the Advowson, Gift, Presentation, Collation and right of Patronage of the said Prebend, which said Prebend one A. B. formerly had to him and his Heirs for ever, of the Gift and Grant of the late King James, and by mean Conveyances is since come unto the said C. B. And all and singular Messuages, Houses, Buildings, Lands, Tenements, Rents, Reversions, Services, Woods, Underwoods, Parsonages, Chapels,

pels, Advowsons, Glebe lands, Tithes, Oblations, Obventions, Pensions, Portions, Fruits, Profits, Commodities, Emoluments and Hereditaments whatsoever, with their Appurtenance, as well spiritual as temporal, of what nature or kind soever the same be, or by whatsoever Name or Names they be called or known, set, lying and being, coming, growing or renewing in the Towns, Fields, Parishes or Hamlets of J. and S. in the said County of C.

All that the Rectory or Parsonage of C. aforesaid, and all and singular Houses, Edifices, Buildings, *A Rectory.* Barns, Stables, Lands, Tenements, Ways, Passages, Wastes, Commons, Tithes of Corn, Grain, Hay, Wool, Flax, Hemp, and all other Tithes whatsoever, as well great as small, Oblations, Obventions, Fruits, Profits, Rights, Franchises, Privileges, Commodities, Advantages, Emoluments and Hereditaments whatsoever, with the Appurtenances, of what nature, kind or quality soever the same be, lying and being, or coming, growing, renewing or arising within the Hamlets or Fields of C. aforesaid, or any or either of them, to the said Rectory or Parsonage of C. belonging, or in any wise appertaining.

Thus having declared the general Words used for granting and passing of Mannors, Messuages, Lands, &c. for the more full Manifestation and Explanation thereof, I shall add the following

Cases concerning Grants, and Things Granted, &c.

Grant, *Concessio*, is properly of Things Incorporated *Definition* real which cannot pass without Deed. And *of the word* these Words (his Heirs) make an Estate of In-Grant. heritance in all Feoffments and Grants. But divers *The Words* Exceptions to this Rule you may read in Co. 1 (His Heirs) *make an* Inst. 9. a. As in Wills, Fines, Releases &c. Re-creation of Nobility *Estate of* coveries, Grants to the King, Creation of Nobility *in Inheritance*

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in respect of Considerations, Partitions, &c.

A Deed may be granted by Parol.

A Man may give or grant his Deed to another and such Grant by parol is good. And if a Man hath an Obligation although he cannot grant the thing in Action, he may grant the Deed, viz. the Parchment and Wax to another, who may Cancel or use the same at his Pleasure. *Coke's 1 Inst. 232. a. b.*

Parties and Privies are bound by Estoppels.

All Parties and Privies are bound by Estoppels, and if a Man grant a Lease of Land wherein he hath nothing, it shall bind all Parties by conclusion. And if the Lessor accept a Redemise of Lands demised, It is a Suspension of the Rent without any Entry. *Coke's 4 Rep. 53. Rawlin's Case.*

Where the Interest in Reversion shall pass without Attornment.

If a Man hath a Lease for 20 Years, and he Leaseeth for two Years rendring Rent, and afterwards granteth all his Term and Interest to another, if the Lessee attorn, the Reversion shall pass. And if no Attornment be, yet the Interest in Reversion shall pass, so that the Grantee shall have the Land after the two Years determined; for the Grant of one shall not be adjudged void, if to any intent it may take effect, *Coke's 4 Rep. 53. Rawlin's Case, Coke's 8 Rep. 94. Fox's Case.*

Deed taken strongly against the Grantor, and Acts of Parliament of the Act, in restraint of Common Law taken strictly.

Every Deed shall be taken strongly against the Grantor, and most beneficially for the Grantee. And Acts of Parliament in restraint of Common Law shall be taken strictly; others shall be taken according to the Sense of all the parts and words of the Act, and true meaning of the Makers. *Coke's 5 Rep. 5, 7. Lord Mountjoy, and Justice Windham's of Common Case.* But the Grant of the King shall be in Law taken interpreted favourably. *Coke's 5 Rep. 56. Knight's Case.*

Lands may be granted by Executory Devise.

Where Land may be granted to one for Life or Years, and after to another by Executory Devise, which may not be so granted by Deed. *Vide Coke's 8 Rep. 95. Math. Manning's Case.*

Grant is of a thing lies not in Livery, &c.

Grant is in Common Law a Conveyance of a Thing that lies in Grant and not in Livery, which cannot pass without Deed, as Advowsons, Services, Rents, Commons, Reversions, and such like. *Co. 1 Inst. 172. a.*

If

If a Grant by Letters Patent under the Great Seal be pleaded and shewed forth, the adverse Party cannot plead, *Nul tiel Record*, but it being in *tenis*, nul nature of a Conveyance he may deny the Opera- tion and plead *non concessit*, and prove in Evidence cord, can- that the King had nothing in the thing granted. *not be*
Co. 1 Inst. 260. a. *pleaded.*

It is a Maxim in Law that a Grant of such Things which lie in Grant and not of Livery of things Seisin do work no Discontinuance. But the par- ticular reason is that of such Things the grant of Tenant in Tail worketh no wrong either to the Issue in Tail, or to him in Reversion or Re- mainder, for nothing doth pass but only during the Life of Tenant in Tail. C. 1 Inst. 332. a. 335. *ance.*
b. 152. a.

By Name of *Minera* or *Fodina Plumbi*, &c. The Land it self passeth in a Grant if Livery be made, *Minera*,
Et sic de similibus.

By Grant of a Fold-course or the like Lands and Tenements may pass. Co. 1 Inst. 6. a. *A Fold-*
course.

By the Grant of Services, Escuage passed. Co. 1 Inst. 69. a. *By Servi-*
ces, &c.

By Grant of a Forrest, Soil, Game, and a free Chase doth pass. Co. 4 Inst. 289. *A Forrest,*
&c.

If the King grant a Forrest to a Subject, and granteth further, that upon Request in the Chan- cery he and his Heirs shall have Justice of the Forrest, he hath a Forrest in Law, otherwise not
Co. 4 Inst. 314. *A Grant of*
a Forrest in
Law. what

The Grant of a Castle and the Forrest of Dean *The D. of*
to Thomas Duke of Gloucester, Enacted afterwards by Glouce- Parliament the said Duke shall hold the said Forrest as a Forrest, and constitute such Justices as belong to a Forrest, good. Co. 4 Inst. 315. *hold as a*
Forrest &c.

A Rent granted out of a Mannor, the Demesne only and not the Services shall be charged. Co. 5 Rep. 4. Lord Mountjoy's Case. *Rent gran-*
ted out of a
Mannor.

Where Things jointly granted shall be taken Joint several. Co. 5 Rep. 7. 8. Justice Windham's Case. *Joint*
Grant, &c.

Not only things Vegetative, but also Sensitive Things Ve- shall go with the Inheritance. Co. 11 Rep. 50. Rich. getative,
Lyford's Case. *What- &c.*

What passeth by Livery of Seisin, either in Deed or in Law may pass without Deed. Co. 1 Inst. 121. b. And not only the Rents and Services, parcel of the Mannor shall with the Demesnes as the more worthy and principal pass by Livery without Deed, but all things Regardant, Appendant or Appurtenant to the Mannor as Incidents or Adjuncts to the same shall together with the Mannor pass without Deed, all which shall pass without saying *cum pertinentiis*. Ibid.

What estate cannot be Grant cannot be forfeited by any Grant in Fee by Deed, for that nothing passes but what may lawfully pass. Co. 1 Inst. 251. b.

Sirname, Arms and Possessions assigned. Edmond Baron D'Eincourt in Com' Lincoln. By virtue of Letters Patent granted to him by E. 2 An. 19. E. 2. Assigned his Sirname, Arms and Possessions unto one William who sat in Parliament. 1 E. 3. by name of William D'Eincourt. Co. 4 Inst. 126.

Grant of Arms, &c. without License void. And the Lord Hoe in the Reign of Edw. 4 bearing for his Ensigns of Honour, quarterly Silver and Sable, having no Issue male, by his Deed under his Seal granted his Name, Arms and Dignity over, but having not the King's License and Warrant the same was in Parliament adjudged to be void. Co. 4 Inst. 126.

Grant of an Office void for incertainty. Grant of the Office of Chancellor of the Garter by King Edw. 4th. to the Bishop of Salisbury void for incertainty, because it was not defined what Jurisdiction he should have. Co. 4 Inst. 200.

Chancellorship, &c. The Chancellorship of England cannot be granted in Succession. Co. 4 Inst. 178.

Grant in Fee, &c. Where the Grant in Fee of Tenant for Life is a Forfeiture and where not. Vide Co. Rep. 76. Bredon's Case.

The Grant remaineth, &c. A Man having a Use and Condition together at time of a Grant, The Grant remaineth good altho' the Estate be defeated. Co. 1. Rep. 147. Anne Mayowe's Case.

Who may grant a Remainder, &c. If an Estate be made to three, and the Heirs of one, he who hath the Fee cannot Grant over his Remainder, and continue himself an Estate for Life.

Life. But Tenant in Tail remainder to his right Heirs may grant his Remainder over or Devise it. *Co. 2 Rep. 61. Wiscot's Case.*

False Recital of a Thing which is not parcel of the Consideration shall not make the Thing or Grant void. *Co. 1 Rep. 42. Alton Wood's Case. 3 Rep. 57. Earl of Rutland's Case.*

The Recital of a Demise shall not conclude the King, but contrary if the same be false the King shall be thought to be deceived and the Grant shall be void. *Ibid. Alton Wood's Case.*

If the King grant a Lease for Life or Years and after Grant the same in Fee or in Tail, the last Grant is void, because the King grants an Estate in Possession when he has but a Reversion, and so is deceived in his Grant: And the Subject had a means to come by the Knowledge of such Leases; for every Patent ought to be inrolled in Chancery, to which every Man may have Access, otherwise it is of Leases of common Persons, and are not of Record. *Ibid. 45. Alton Wood's Case.*

If the King's Patent may be taken good to two Intents then it shall be taken most Beneficial for the King, if to but one intent then for the Subject. But if the King be deceived in his Grant or it cannot take Effect, then in any Case it is void. *Cok. 1 Rep. 45, 46. Alton Wood's Case.* But otherwise it is in Case of common Person, *Ibid.*

The Words Soil and Mines in the King's Grant shall be taken in a common Sense, and shall not pass Royal Mines of Gold or Silver. *Co. 1 Rep. 46.*

And if the King grant the Goods and Chattels of *Felo de se*, he need not recite the Grant of them to the Almoner, for that is but at Will. *Vide Co. 1 Rep. 50, 53.*

Where Agreement or Disagreement of a Wife or Infant shall make Grants void, *ab initio & à converso. Co. 3 Rep. 28, 29. Butler and Baker's Case.*

Where

Where Non obstante in a Patent doth not make it good. Where the King by Common Law cannot make the Grant in any manner, there a *Non obstante* of the Common Law will not make the Grant good, and where there is a misrecital it makes the Patent void. *Co. 4 Rep. 35. Bozeon's Case.*

Confirmati- on to a Dis- seisor for one hour is good for ever. If he who hath a Freehold or Inheritance, be Disseised and confirmeth the Land to the Disseisor for one hour, it is good for ever, and the like of all other Confirmations; and if Attornment be for part, or Conditionally, it shall extend to the whole according to the Grant. *Cokes 5 Report 81. Feord's Case.*

Considera- tion not true, or not performed makes the Grant void. A Consideration although mentioned if not true, or it be not performed, makes the Queens or Kings Grant void. *Cokes 5 Rep. 94. Berwick's Case.*

Grant with Condition precedent good. A Grant with Condition precedent is good, as well of things which lie in Grant, as of Land which lyeth in Livery, *Cokes 8 Rep. 74, 75. Ld. Stafford's Case.* Things in Grant cannot be granted in precedent futuro, *ibid.*

Things may pass by a Name, &c. Many things may pass by a Name, which by the same Name cannot be demanded in a Præcipe; but what may be demanded in a Præcipe, by the same Name it may pass by Grant. *Cokes 1 Inst. 5. b.*

What shall pass by Name, &c. What shall pass by Name of a Messuage, as Orchard, Garden, Cartilage, &c. and what by other names. *Vide plur. Co. 1 Inst. 5. b.*

Where Les- sees take as by Demise or by Bar- gain and Sale at Election. A. B. Seised of several Mannors in Fee with divers Lands, whereof part was in Demesne, part in Lease for years with Rent reserved, and part in Copyhold; By Indenture in Consideration, &c. Demised, Granted, Bargained and Sold the same to A. B. and C. and the Reversion and Remainders of them, with all Rents reserved upon any Demise, to hold from Decease of the Lessor for 17 Years, yielding a Red Rose, which Indenture was acknowledged to be Inrolled. Resolved, that the Lessees had Election either to take the same by Demise at Common Law, (in which case Attornment of the Lessees for years had been necessary) or Intirely by

by Bargain and Sale by raising of an Use, by Stat. 27 H. 8. cap. 10. which doth execute the possession to the use, but the Stat. 27 H. 8. cap. 16. of Inrolments doth not extend to it, because that no Estate of Freehold passeth but only an Estate for years; And it is to be observed, that it ought to take effect entirely as a Demise at Common Law, or entirely by Bargain and Sale and not part by Common Law, and other part by raising of an Use, for by that the Mannor should be Dismembred. Co. 2 Rep. 35, 36. Sr. Rowland Hayward's Case.

Where a Reversion of Lands may pass but not Where a
a Remainder. Cokes 2 Rep. 51. Sr. Hugh Cholmleys Reversion
Case. may pass,

By Grant of all Lands, all Houses, Mills and &c.
Woods will pass, and where a Grift Mill may be By Grant of
changed to a Fulling Mill, &c. And Castle, as a all Land
Mannor est nomen generale & collectivum and may in what pass-
clude in it self divers things. as Demesns, Servi- seth:
ces, &c. vide Cokes 4 Reports 86, 87, 88. Lutterell's The like of
Case. a Castle-

If Partition be made of a Mannor betwixt Co- mannor, &c
parceners, and upon Partition each hath parcel Where Co-
of the Demesnes and parcel of the Services, be- parcenershy
cause each of them is in by Act of Law, each of Partition
them hath a Mannor, but in case of a Grant of shall each
part of the Demesnes, &c. it is not so; therefore, have a
Potentior est Dispositio Legis quam hominis. Co. 6 Rep. Mannor,
64. Sr. Moyle Finch's Case. &c.

If Tenants in Common join in a Grant of an Where by
Ox or the like, the Grantee shall have two Oxen; Grant of an
but in case of Donor and Donee, Lessor and Les- Ox, &c.
see the entire Rent shall not be multiplied by any A Rent en-
Division of the Reversion or Possession by Act tire shall
in Law. Cokes 10 Rep. 107, 108. Humphrey Lowfield's not be mul-
Case. tiplied.

Where a grant is impossible to take effect accor- The Law
ding to the Letter, there the Law shall make such shall make
construction as the Gift by Possibility may take ef- construction
fect. Benigna facienda sunt interpretationes Chartarum that the
propter simplicitatem Laicorum, Ut res magis valeat Deed may
quam take effect.

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quam preat. The reason of the Law is the Life of the Law, &c. Co. 1 Inst. 183. b.

Words may be transposed that the Deed may take Effect.

Words may be Transposed and Marshallled so as the Feoffment or Grant may take Effect. As if a Man in February make a Lease for Years, reserving Rent at Michaelmas and the Annunciation of the Blessed Lady during the Term, the Law shall make Transposition of the Feasts; the like of Annuities. And there is a diversity between a Lease for Life and a Lease for Years, with Condition to have Fee; for that in the Case of a Lease for Life, the Livery may work presently upon the Freehold, but otherwise it is of a Lease for years. Coker 1 Inst. 217. b.

Where a Rentcharge shall be apportioned.

If a Man hath two Daughters and Granteth a Rent-charge to one of them and Dieth, the Rent-charge shall be apportioned; but here the Writ of Annuity faileth, for that must be brought upon the Deed of Grant for the whole. The like in case of Dower. Co. 1 Inst. 150. a.

The Incident shall pass by Grant of the Principal, but not the Principal by Grant of the Incident, *Accessorium non ducit sed Sequitur suum Principale.* 1 Inst. 152.

Where a Deed may have the effect of a Grant and Confirmation.

A Deed may have effect of a Grant, and a Confirmation, where are Words which amount to so much. And if I Let Lands to a Man for years and after I make a Deed to him *Quod dedi & Concessi, &c.* the Lands to him for Term of his Life and deliver him the Deed, &c. Then presently he hath an Estate; and if I say to have and to hold to him and to his Heirs of his Body Begotten, he hath Fee Tail; and if to him and his Heirs he hath Fee Simple, for this shall enure to him by way of Confirmation to enlarge his Estate. Coker 1 Inst. 302.

What Leases or confirmations of Bishops good &c.

If a Bishop hath two Chapters and he maketh a Lease, both Chapters shall Confirm it, or else the Successor may avoid it. What Confirmations good and what not, and how Bishops and Ecclesiastical Persons are restrained by Act of Parliament to make. Grants Co. 1 Inst. 301. a.

Two Joynt-tenants Grant 20 s. Rent, the Grant-Where
tee shall have two 20 s. but if they reserve 20 s. Grantee
Rent out of Land they shall have but one 20 s. shall have
Co. 1 Inst. 197 a. two Rents,

Where by Grant of the Reversion the Rent pas-where but
seth, and where a Rent may be Granted without one.
the Reversion vide Co. 1 Inst. 317. a But then it is Where a
but Rentseck. Rent may

Tenant in Tail can Grant but during his Life, pass, with-
yet all his Reversion is gone, so that after such out the re-
Release he shall have no Action of Wast. version.

King John first used *Concessimus* in his Grants.
Co. 2 Inst. 2.

If the King by Charter Grant a Man may be Where the
acquitted against him and his Successors, yet the King's
Action or Right of the Party is not taken away. Charter
Co. 2. Inst. 570. doth not

Anciently no Inheritances passed from the King, take away
but by Advice of his Council with his Testibus. Co. Right.
2 Inst. 77.

Monopolies not Grantable, nor Grants of For- Monopolies
feitures before Attainder. Co. 2 Inst. 47, 48. not grantable

The Lord Treasurer may Grant a Warrant to ble, &c.
Grant Leases for years, or *Quamdiu in manibus no- What war-
stris fore contigerit* of Lands extended. Cokes 4 rant Lord
Inst. 111. Treasurer

What Offices may be granted for Life or in may grant.
Fee, and where Term for years which is a Chat- What Offi-
tel may be in an Office Co. 9 Rep. 97, 99. Sr. George ces may be
Reynel's Case. granted.

A Reversion of things of Annual value may be What Re-
granted. Co. 10 Reports 81. Leonard Lewis's Case. version may

Where Grant of one Office to be executed by be granted.
two Persons is good, Co. 11 Rep. 4. Auditor Curle's What Office
Case. And where such Grants are void, and may be
where they must be under the Great Seal and not granted &
by Privy Seal or Signet. Ib. how to two.

If the King make a Lease for Life of a Mannor Where an
without speaking of the Advowson, the Advowson Advowson
remains to the King as in Gross, and by Grant of shall pass
the Reversion *Habendum* the Reversion with the with a
Advowson, the Advowson shall not pass to the Pa- Mannor or
tentee. Co. L. 11. 47. If not.

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If an Advowson of a Church by License be Granted to a Prior and his Successors, and afterwards the same is appropriated to him and his Successors, so as they be perpetual Parsons, Imparsonees: In that Case if the Wife of the Grantor be indowed of the Advowson and presenteth a Clerk, who is admitted instituted and inducted, the Appropriation is defeated for ever, for the whole Estate of the Parson Imparsonee is avoided. *Co. L. 7. 8. Earl of Bedford's Case.*

Where appropriation is defeated for ever.

Grantee of Trees, &c.

Grant of twenty of the best Trees in a Wood to be taken within three Years, the Grantor may not cut any in the mean time, at least without request to the Grantee to make his Election. *Levinz 2 part 142.*

Mines open.

Grant of Land and Mines, Mines open only pass, *ibid. 185.*

Court-Leet, &c.

Grant of a Court-Leet for Years or in Reversion ill, but otherwise of a Court-Baron, *ibid. 245.*

King's Grant, &c.

The King having Lands in extent for a Debt granteth the Land, it shall not pass the Debt without special Words. *Levinz 3 p. 135.*

Where the Grant of a Market without the Writ of *Ad quod dampnum* good, for it may be dispensed with *per non obstan'e*, *ibid. 222.*

Covenant that one shall have a Way is a Grant of it. *ibid. 305.*

The Masterhip of the Hospital of St. *Catherines* granted by a Queen Dowager is good, but in Reversion not good. *Sir Thomas Jones's Rep. 176, 177.* The like of a Prebendary or Donative, Cases in Chancery, 215.

Grant to the Warden and Assistants for Benefit of the Inhabitants, they cannot let without the Inhabitants, Cases in Chancery, 269.

Difference between

Grant of a Thing in render, and in prender,

There is difference between a Grant of a thing in render and a thing in prender. For if I Grant to a Man 400 Faggots Yearly out of all my Lands, if he take them not one Year he cannot take double the next. But if the Grantor were to cut them, so as he is to do the first Act, and so lies in render, then it is otherwise. *Calthrop 77.*

Diversity

The Premises in Deeds.

31

Diversity between the Grant of the Mastership of an Hospital and a Patent for Land. Cases in Chancery, 215.

And now having set forth what I found necessary concerning the Grantor, Grantee, Consideration and things granted, We shall now proceed to the next and last thing comprehended under the Premises of a Deed which is the Clause of,

Exceptions in Deeds.

AN Exception is ever of part of the thing granted and of a thing in *esse*, for which, excepted, saved, reserved and the like, are apt and proper Words; and out of a general Grant a part may be excepted, as out of a Mannor, an Acre; but not a part of a certainty, as out of twenty Acres, One may not be excepted; and the Rule is *quod, Exceptio semper ultima ponenda est*. But an Exception or saving may be in another Deed. And the Exception in a Deed is a Clause whereby the Feoffor, Donor, Grantor, or Lessor doth except somewhat out of that which he had before Granted, and is usually made in some of these following manners. That is to say, Except and always reserved unto the said *A. B.* his Heirs. and Assigns out of this present Feoffment, Grant, Bargain, Sale, Lease or Demise, All that Messuage or Tenement with the Appurtenances lying and being in *C.* aforesaid, now in the Tenure or Occupation of *D. E.* his Under-tenant or Under tenants, Assignee or Assignees; together with all Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Commons, Profits, Ways, Passages, Lights, Easements, Waters, Water-courses, Commodities and Appurtenances whatsoever, to the said excepted Messuage or Tenement belonging or in any wise appertaining, or therewith usually occupied or enjoyed, or accepted, reputed, taken or known. as part, parcel or member thereof, or in any wise belonging thereunto.

*Definition
of an Ex-
ception.*

*The Words
of an Ex-
ception.*

Ex-

*Exception
of Woods,
&c.*

*Of Ingress,
&c.*

*Of Privi-
leges of
Royalty.*

*Exception
may be in
another
Deed.*

*How in
Recoveries
or common
Assurances.*

Excepting and always reserved out of this present Demise and Grant, all and all manner of Woods, Underwoods, Timber Trees, and Fruit-trees, Hedges, Hedgerows and Bushes, now standing, growing or being, or which at any time or times hereafter shall or may stand, grow, or be in or upon the hereby demised Premises, or any part or parcel thereof, and free Liberty of Ingress, Egress and Regress with Workmen, Horses and Carriages into and from the said demised Premises, to fell, cut down and carry away the same at all seasonable and convenient times, together with all Rights and Privileges of Royalty unto the said A. B. his Heirs and Assigns out of these presents, always excepted and foreprized.

An Exception or Saving may be in another Deed (as is mentioned before) in case of a particular Assurance, but in the General Case of common Assurances, that is, in the Case of a common Recovery, he who entreteth into the Warranty may save his Rent; and yet if he enter into the Warranty generally it may be saved by Covenant or Agreement in an Indenture made before the Recovery. But the usual Form of Recoveries shall not be altered by a special manner of Entry, saving his Rent or Condition, but may be saved by Indenture *dehors*, But the case of a Fine is much stronger; for in case of a Recovery the Vouchee may enter specially, saving his Action, Rent, Condition, &c. Or it may be saved by Agreement precedent, as before is said. But no Saving can be in a Fine, and therefore for necessity (according to common Usage) it may be saved by direction and Rule of a Precedent Covenant and Grant. Co. 2 Rep. 74. Lord Cromwell's Case.

Exceptions or Savings in an Act of Parliament repugnant to the Body of the Act are void. Co. 1 Rep. 47. *Alton Wood's Case*.

If A. enfeoff B. of all his Land (except the Trees) to hold to B. and his Heirs, now the Trees in Property are divided from the Land, although in *facto* they remain annexed. Co. 4. Rep. 61. *Harlakenden's Case*. A

A Lease of a Mannor was made for thirty Years, except all Woods and Under-woods growing upon the Mannor. The Soil of the Wood is thereby excepted; and by the Name of a Wood may be demanded and recovered, and Words

Except All Woods, the Soil is excepted.

(growing or being) are Words of abundance. And notwithstanding the Exception the Woods do remain parcel of the Mannor, and by Lease of the Mannor shall pass, because the Free-hold doth remain intire, and the Lessor doth remain Tenant to every *Præcipe*, and there needeth not any Exception; otherwise it is of a Lease for Life, with Exception, *causa præter*. And if a Man grant an Advowson appendant for Life, the Reversion is appendant to the Mannor. But when a Man Leases the Mannor for Life, except the Advowson, the Advowson in Possession cannot be Appendant to the Reversion of the Mannor expectant upon the Estate for Life: otherwise upon an Estate for Years.

By Acceptance of a future Lease, the first may be surrendred if they interfere, for there may not be Fractions of Terms. But he who hath a Lease for twenty Years may surrender the last ten Years by any express Surrender, Saving to him the first ten Years. *Co. 5 Rep. 11. Ive's Case. See Co. 11 Rep. 46 to 50. Richard Lyford's Case.*

Where a Leaser term may be excepted or saved.

The Exception of a Mine in Lands, or the Profits of the Mine is void, for the Land is not thereby excepted, and therefore he hath excepted that which he could not have taken. As if a Man assign his Term and except the Timber Trees or Gravel or Clay within the Land, it is void, for he cannot except that which doth not belong to him by the Law. And where Lessee or his Assignee may dig or open a Mine, and where not without being subject to Waste, and the like of Executors, See *Co. 5 Rep. 12. Saunder's Case.*

Where Exception of Mines, Gravel, &c. void.

Although the Jury find the Prisoner Guilty of Burglary, and thereupon he hath Judgment, yet the Offence of Burglary is the Foundation, and that being excepted in the Pardon, all which is built upon it shall be excepted. *Co. 6 Rep. 13, 14. Cases of Pardon.*

The Foundation excepted in the Pardon, &c.

Where Felony is Pardoned, the Felon Attainted shall be discharged. If a Man kill his Master, and Petit Treason is pardoned by the general Pardon, and Murder is excepted, he shall be discharged, for Petit Treason is Murder and more. And if one be attainted of Felony and afterwards by relation of a General Pardon the Felony is pardoned, he shall be discharged, for he hath not any Remedy by Error or otherwise to reverse the Attainder. *Co. 6 Rep. 14. Cases of Pardon.*

Act of Parliament, &c. When an Act of Parliament maketh any Conveyance good against the King or other Person certain, it shall not take away the Right of any other, although there were no saving in the Act. *Co. 8 Rep. 38. Sir Francis Barrington's Case.*

Where by Exception, what is excepted is severed. If a Man make a Lease for Life excepting one Acre, this Acre is not parcel of the Mannor during the Lease; for in such Case in a real Action brought of the Mannor, Exception ought to be made, otherwise it is of a Lease for Years. And therefore if a Man make a Lease for Life of a Mannor excepting one Acre, and afterwards grant the Reversion in Fee; The Acre is severed from the Mannor for ever. *Co. 11 Rep. 46 to 50. Rich. Lyford's Case.*

Definition of the Words except before excepted. The words *except before excepted*, and *except as is before excepted*, alter the Case, for the two Monosyllables *as* and *is* make a difference, and it is no good Exposition of a Deed to reject any Word that may have a reasonable Construction. *Vide Calthrop's Rep. 103. Earl of Bath's Case, and 109.*

If *A. Let to B. all his Land in D. other than White-Acre, and all his Land in S. except Black-Acre for twenty one Years, the Remainder to B. in Fee, except before excepted.* White-Acre here passeth, for the Grant shall be taken most strongly against the Grantor.

Operation of the Words Saving, Reserving, except before excepted. *A. Lets the Mannor of Sale, saving White-Acre to B. the Remainder to C. for twenty Years, saving Green Acre, the Remainder of all to D. except Dry-close, the Remainder to John a Stile of all except before excepted.* In this Case all passeth to John a Stile except Dry-Close: the Words are saving.

ving, &c. and not except. Yet if *A.* Let to *B.* all his Land in *Sale*, saving or reserving, or other than *White-Acre*, the Remainder to *C.* except before excepted. In this Case *White-Acre* is excepted, because there is no Exception before, and the Exception is vain, if not so taken. *Calthrop's Rep.* 104. *Earl of Bath's Case.*

There is a Difference between an Exception as to the Lands themselves, and an Exception as to the Estates of Lands; for Land is within the Precicament of Substance, and the Estate of Land is within that of Quantity. *Calthrop's Rep.* 99

An Exception is a Thing taken out of the Deed, and that which is excepted out of an Act or Deed is excepted out of the Act or Deed, as if no Act or Deed had been made. A Lease of Land except *Difference* *White-Acre* is so void for that Acre as if no Lease *between an* had been made. An Exception excepts clearly, a *Exception* saving doth not. 3 H. 6, 45. 14 H. 8. 1, 2. *Calthrop. and a Sa-*
9. *ving.*

Where the Word *Except* includes the Words *other than* and makes them Synonimous. *Ib.*

In Acts of Attainder of Treason, it is common-*Where O-*
ly put in, saving the Rights of all Men, other *ther than*
than he which is Attainted and his Heirs. *Stat. 4 makes an*
7. of Fines concludes all Persons except Feme *Exception.*
overts other than that be Parties to the said Fine.
other than makes an Exception out of an Excep-
on. *Ibid.*

The Law shall sometimes alter a Condition into Limitation, and though Lands are not excepted by Words, they are excepted by Operation. *Ibid.*

Although an Exception after the Estate limited is void, yet after an Use settled an Exception of the Trees was allowed to be good. *Cro. Car.* 316.
Boggonnel and his Wife versus Reeve.

If a Man make a Lease for Years, reserving Wood and Underwood, and the Lessee cut the trees. It seemed to *Shelley and Baldwin*, that no Action of Waste did lie in that Case; for that the Wood was not Parcel of the Lease, and the Sta-

The Premises in Deeds.

tute is, That a Man shall not do Waste in Lands, Woods, or Gardens to him Demised, and the Wood here was not Demised; but an Action of Trespass did lie for him in that Case. *Sed Quare.* Dyer 19. pl. 110, 111.

Great Oaks
excepted in
part where
Lessee
might cut
in the re-
sidue.

A Lease for Years was made to one of a Farm with divers Closes to it belonging, by the Words Demiseth, Granteth, and to Farm, Letterth, &c. together with all and all manner of Timberwood, Underwood and Hedge-rows thereunto appertaining (except and always reserved all manner of great Oaks growing and being in one of the Closes excepted in by Name, and about the Farm-house) To have part where and to hold the Farm and Closes with their Appurtenances, to the said Lessee, &c. The Question was whether the Lessee might cut and sell, the Timber-trees not excepted, without Impeachment of Waste. It seemed to Dyer that the Defendant might well cut and sell the Timber-trees, not excepted by reason of the Word Grant of the Timber-trees, and also by the intendment of the Exception of Great Oaks, &c. And also the *Habendum* which is the Limitation of the Term for Years doth not speak any thing of the Timberwoods, &c. But *Periam, Wyndham & Mead é contra*, and according to their Opinion Judgment was given against the Defendant. Dyer 374. pl. 18.

By Excep-
tion of Tim-
ber-trees,
and great
Woods, Un-
derwoods
not excep-
ted.

A Man seised of a Mannor within which he had a Wood containing thirty Acres, in which and in divers other Places of the Mannor were divers great Trees, and made a Lease of the Mannor, except all manner of Timber-trees and great Woods; If the Underwoods and the Herbage of the thirty Acres were excepted by these Woods was the Question. And it seemed to *Hales, Browne and Coke* Justices they were not, but the Lessee should have them. For by this Word (Grand) the intent of the Lessor appeareth, that he reserved such Trees and no other. But *Mountague é contra.* Dyer 79 pl. 48.

Seedivers Matters concerning a Lease and divers Assignments thereof, and a Bargain and Sale of Trees with the different Construction of the Words

Words *might be spared*, and divers Opinions thereupon, *Dyer 90. placito 6, 7, 8, &c. Dyer 183. pl. 61.*

The nature of a *Forfeiture* or Exception is to Except and restrain part of things Granted or Spoken of before, and not to a new thing which was not Granted or Spoken of before *Dyer 59. pl. 11.*

The nature of an Exception.

Where it was held that the Exception of the Advowson, Land, Rent of Assize belonging to a Mannor was void, and that the whole Services of the Mannor passed; for that it was part of the Substance of the Mannor and of the Lease, and where otherwise. *Vide Dyer 97. pl. 45.*

A Man seised of a Mannor made a Lease of it for Years, except one Acre: To Bromley it seemed, that this Acre was not parcel of the Mannor, but severed from it and become in Gross, as an Advowson excepted, where the entire Mannor is Leased, the Advowson is become in Gross, by 33 *Hen. 6.* So that if the Mannor be recovered against the Lessor, this Acre excepted is not recovered, &c. But *Portman* held the contrary, and took diversity between a Lease of the Mannor for Life, with the Exception aforesaid, and a Lease for Years. For the Case of a Lease of one Joyntenant of his Moiety for Life or Years proveth a Diversity between them. *Dyer 103. pl. 6.*

Where by Exception of part, it is severed.

If a Lord release to the Tenant of the Land all the Right in the Land and Seigniorie *salvo sibi dominio suo* &c. 11 *E. 3.* the Tenure is not Extinct, but the Annual Services only, and such Right which he had to the Land. *Dyer 157. pl. 29.*

Baron and Feime being Termors of a House in *Fleetstreet*, called the Three Conies for many Years, The Baron alone by Indenture made a Lease of it for part of the Years by these Words. That is to say, The House or Tenement in *Fleetstreet*, called the three Conies, with all the Chambers, Cellars and Shops, &c. excepting and reserving to the Husband by his Name, the Shops, *propter proprium & solum usum & occupationem*, and within the Term the Husband died, and the Wife surviving entred upon the Lessee in the Shops, and was Ousted, and brought

The Premises in Deeds.

Exception
Temporary
may be good

Exception
repugnant
to the Pre-
mises void.

brought *ejectione firme*, and the Defendant pleaded *non ejecit*, &c. And the Case fully found by Special Verdict in *Guildhall*, and *Barham* Serjeant moved to have Judgment for the Plaintiff to recover her Term in the Shops; and to *Weston* it seemed that she should have it, for it seemed that the Exception and Reversion of the Shops trenched to the whole Lease and the Shops not Leased; but *Dyer* *et contra*, for it appeareth by the express Words before, That the Shops were Leased generally, and the Reservation or Exception but Special and Temporary; That is to say, during the Occupation and Use of the Lessor himself, according to 3 H. 6. 53. Where the Trees were not merely excepted out of the Lease, but that it should be lawful for the Lessor to cut, give and sell the Trees, &c. So here the Exception and Reservation is made to the Baron Lessor by his Name, 7. *Hornby* only, without saying to his Executors or Assigns, &c. Item, *Nota*, The Exception of the Shops is of the whole Shops, which is directly contrary to the Premises of the Lease of them. And therefore it is a void Exception. *Et sic fuit opinio aliorum Justiciariorum.* *Dyer* 264. pl. 40.

Where Ex-
ception void
in case of
the King,
otherwise
of a Sub-
ject.

The King being seized of the Mannor of *Rock* by his Letters Patent Demised it to one *Humphry Orme* for twenty one Years (all Courts and Perquisites of Courts foreprised) which Estate *William Child* by divers Conveyances had. The King granted the said Mannor with Courts and Perquisites of Courts to *Sir Robert Aston* in Fee, who made a Lease of the said Mannor (all Courts and Perquisites of Courts foreprised) to the said *Child* for fifty Years, to Commence after the expiration of the former Lease, *Sir R. A.* died seized, &c. and his Heir granted a Copy-hold of the said Mannor *secundum consuetudinem Manerij* during the first Term of twenty one Years, supposing that he might lawfully so do by reason that the Courts and Perquisites of them were severed from the Mannor by the first Exception made by the King during the Term of twenty one Years, but after this Term expired

expired the second Exception was void and repugnant in the Lease of the Mannor by the said Sir R. A. his Heir being a Subject, but not so in Case of the King. *Dyer* 288. *pl.* 54.

For Exceptions and Reservations of a Lesser Estate by Fine, &c. *Vide Dyer* 69. *pl.* 32, 33, 34. *Dyer* 113 *pl.* 54. *Dyer* 139. *pl.* 55, 56. By Feoffment. *Dyer* 114. *pl.* 62.

Thus having finished what Things are comprehended under the Premises, being the first formal Part of a Deed, we are next in Course to treat of the second formal Part, which is,

The Habendum in Deeds.

Habendum is a Word in a Conveyance, to the true Understanding whereof it is to be observed, That in every Deed of Conveyance there are two Principal Parts; The Premises and the Habendum. The Office of the Premises we have declared before. The Office of the Habendum is to limit the Estate, so that the general Implication of the Estate which by Construction of Law passeth in the Premises is by the Habendum controlled and qualified. As in a Lease to two Men Habendum to one for Life, The Remainder to the other for Life, alters the general Implication of the Jointtenancy in the Free-hold which passes by the Premises. See *Terms del Ley*, and *Co.* 2 *Rep.* 55 *Buckler's Case*.

Definition of the word Habendum.

The Office of the Habendum.

The Habendum hath two Parts. 1. To name again the Feoffee. 2. To limit the certainty of the Estate, and may enlarge the Estate but not abridge it. And these Habendums are in several Forms according to the nature of the Estate which is intended to be limited by them. As if a Fee-simple be to pass, then thus,

Habendum hath two parts.

To have and to hold the said Mannor, Messuages, Lands and Premises with the Appurtenances (except before,) unto the said A. B. and his Heirs, to

Forms of Habendum excepted.

The Habendum in Deeds.

the only Use and Behoof of the said *A. B.* his Heirs and Assigns for ever.

If an Estate-tail is to pass, or be limited, then it is in this manner. To have and to hold the said Mannor, Messuages, Lands and Premises with the Appurtenances (except before excepted) to the said *A. B.* and the Heirs-male of his Body; or, to the said *A. B.* and the Heirs-female of his Body; or, to the said *A. B.* and the Heirs-male of his Body begotten on the Body of *E.* his Wife; or, to the said *A. B.* and the Heirs-female of his Body begotten on the Body of *E.* his Wife; The Remainder over to *C. D.* and his Heirs and Assigns for ever.

But the most usual way of settling and limiting Estates in Tail by Deed is to limit the Uses in manner following. That is to say. To have and to hold the said Mannor, Messuages, Lands and Premises with their and every of their Appurtenances to the said *A. B.* his Heirs and Assigns for ever, To and for the several Uses, Intents and Purposes herein after limited, expressed and declared. That is to say, To the Use and Behoof of the said *C. D.* and his Assigns, for and during the Term of his natural Life, without Impeachment of, or for any manner of Waste. And from and after his Decease, Then to the Use and Behoof of the said *E. F.* and his Assigns, for and during the Term of his natural Life without Impeachment of or for any manner of Waste. And from and after the Determination of that Estate, then to the Use and Behoof of the said *G. H. J. K. L. M.* and their Heirs for and during the Term of the natural Life of the said *E. F.* Upon Trust, to preserve the contingent Uses and Remainders herein after limited from being defeated or destroyed, and for that purpose to make Entries and bring Actions as often as occasion shall require; yet nevertheless to permit and suffer the said *E. F.* and his Assigns to receive and take the Rents and Profits of the said Premises during the Term of his natural Life. And from and after the Decease of the said *E. F.*

then

The way of limiting Estates in tail.

To the Tenant for Life.

The way to prevent Tenant for Life's Alienation.

then to the Use and Behoof of *N.* now Wife of the said *E. F.* for and during the Term of her natural Life for her Jointure, and in Lieu recompence and satisfaction of all Jointure, Dower or Thirds which she may in any wise have or claim further out of the Estate of the said *E. F.* her Husband. And from and after the Decease of the said *N.* to the Use and Behoof of the first Son of the Body of the said *E. F.* on the Body of the said *N.* his Wife lawfully begotten or to be begotten, and the Heirs-male of the Body of such first Son, lawfully to be begotten. And for Default of such Issue, then to the Use and Behoof of the second Son of the said *E. F.* on the Body of the said *N.* lawfully to be begotten, and the Heirs-male of the Body of such second Son lawfully to be begotten. And for default of such Issue, then to the Use and Behoof of the third Son of the said *E. F.* on the Body of the said *N.* lawfully to be begotten, and the Heirs of the Body of the said third Son lawfully to be begotten. And for default of such Issue, then to the several and successive Uses and Behoof of all and every other the Sons of the Body of the said *E. F.* on the Body of the said *N.* lawfully to be begotten, and of the Heirs-male of their several Bodies lawfully to be begotten, one after another, as they the said Sons shall be in Seniority of Age, and Priority of Birth successively; The Elder of the said Sons, and the Heirs-male of his Body being ever preferred before the Younger, and the Heirs-male of his Body. And for default of such Issue, to the Use and Behoof of the said *E. F.* and the Heirs-male of his Body lawfully to be begotten. And for default of such Issue, to the Use and Behoof of the said *C. D.* and the Heirs male of his Body lawfully begotten. And for default of such Issue, to the Use and Behoof of *O. P.* second Son of the said *C. D.* and his Assigns, for and during the Term of his natural Life without Impeachment of or for any manner of Waste. And from and after the Determination of that Estate, then to the

*To the Wife
for Joynture.*

*To the first
Son in Tail.*

*To the second
Son in Tail.*

*To the third
Son in Tail.*

*To the other
Sons in
Tail.*

*To E. F. and
Heirs-Male
of his Body.*

*To the second
Son
for Life.*

The Habendum in Deeds.

the Use and Behoof of the said G. H. J. K. L. M. and their Heirs for and during the Term of the natural Life of the said O. P. Upon Trust to preserve the Contingent Uses and Remainders herein after limited from being Defeated or Destroyed. And for that purpose to make Entries, and bring Actions as often as occasion shall require; yet nevertheless to permit and suffer the said O. P. and his Assigns to take the Rents and Profits of the said Premises, during the Term of his natural Life. And from and after the Decease of the said O. P. then to the Use and Behoof of the first Son of the Body of the said O. P. lawfully to be begotten, and of the Heirs-male of the Body of the said first Son, lawfully to be begotten. And for default of such Issue, then to the Use and Behoof of the second Son of the Body of the said O. P. lawfully to be begotten, and of the Heirs-male of the Body of the said second Son, lawfully to be begotten. And for default of such Issue, to the Use and Behoof of the third Son of the Body of the said O. P. lawfully to be begotten, and of the Heirs-male of the Body of the said third Son, lawfully to be begotten. And for default of such Issue to the several and successive Use and Behoof of all and every the Sons of the Body of the said O. P. lawfully to be begotten, one after another, as they the said Sons shall be in Seniority of Age, and Priority of Birth successively; The Elder of the same Sons, and the Heirs-male of his Body, being ever preferred before the Younger, and the Heirs-male of his Body. [And in like manner the Use may be limited to the third, fourth, fifth, sixth, and all and every other Son or Sons of the said C. D. and their Heirs-male or female respectively in Tail, in manner as it is before limited to the second Son, and the Heirs-male of his Body with this Conclusion.] And for default of such Issue, to the right Heirs of the said C. D. for ever.

*To the first
Son of the
Body of the
second Son
in Tail.*

*And so to
the other
Sons succes-
sively.*

*How Estates
are limited,
&c.* And for settling and limiting of the Estate and Use of Lands in Tail by Deed of Covenant to stand

stand seized to Uses, and by Deeds to declare and lead the Uses upon Fines and Recoveries you may see hereafter in Covenants and Provisoos and the Precedents hereafter in this Book set forth and declared at large. And

If an Estate for Life be granted by Deed, then the Estate is limited in this manner, *viz.* To have and to hold the said Mannor, Messuages, Lands and Premises to the said *A. B.* and his Assigns for and during the Term of his natural Life. And *For Life.*

If it be for more Lives, Then to have and to hold the said Mannor, &c. to the said *A. B.* his Heirs and Assigns during the natural Life of the said *A. B. C. B.* and *D. B.* Son and Daughter of the said *A. B.* and the Life of the longest liver of them. And *For three Lives.*

If it be a Lease for Years to determine upon Lives then it is to have and to hold to the said *A. B.* his Executors, Administrators and Assigns from the Day of the Date of these Presents (or from such a particular Day to come) for and during, and until the full End and Term of ninety nine Years from thence next ensuing fully to be compleat and ended, If he the said *A. B. C. B.* and *D. B.* Son and Daughter of the said *A. B.* or any of them shall happen so long to live. And *For Years*

If it be a Term for Years only, then to have and to hold the said, &c. to the said *A. B.* his Executors, Administrators and Assigns from the Feast Day of the Annunciation of the Blessed Virgin *Mary* last past (or next ensuing the Day of the Date of these Presents) for and during, and until the full end and term of twenty one Years from thence next ensuing, and fully to be compleat and ended. And *The Habendum*

If it be an Assignment of a Lease or Term in being, which commonly is recited before, then it is, to have and to hold the said Messuage, &c. to the said *A. B.* his Executors, Administrators and Assigns from henceforth, for and during all the rest and residue of the said Term of twenty one Years which is yet to come and unexpired. And *in an Assignment.*

If

The Habendum in Deeds.

The Habendum in an Assignment of a Lease in Trust.

If it be an Assignment of a Lease by way of Trust, it is thus, To have and to hold the said Messuage, &c. to the said *A. B.* and *C. D.* their Executors, Administrators and Assigns, upon Trust and Confidence, and to the Uses, Intents and Purposes herein expressed and declared, That is to say, to the Use of the said *E. F.* for so many Years of the said Term as he the said *E. F.* shall happen to live; and after the Decease of the said *E. F.* then to the Use of *G.* now Wife of the said *E. F.* for so many Years of the remaining part of the said Term, as she the said *G.* shall happen to live. And from and after her Decease, then to the Use and Behoof of such Child or Children as are begotten, or shall hereafter be begotten between the said *E. F.* and *G.* his Wife for all the residue of the said Term of twenty one Years which shall be then to come and unexpired. And so to any other Uses as shall be agreed upon to be limited according to the Precedents herein after inserted at large for that purpose. As

To the Husband for Life, and after to the Wife for a Joynture.

To the use of the said *A. B.* for and during the Term of his natural Life without Impeachment of or for any manner of Waste, and with full power to do or commit Waste. — Or thus, without Impeachment of Waste only, in and for Woods, Under-woods, and Timber-Trees standing, growing, or being, or which at any Time hereafter shall stand, grow, or be in or upon the Premises before-mentioned or any part or parcel thereof: And from and after the Decease of the said *A. B.* then to the Use and Behoof of the said *E.* his Wife, for and during the Term of her natural Life, in name of her Joynture, and in full recompence and satisfaction of her Dower; which she the said *E.* shall or may have out of or to the Lands, Tenements, or Hereditaments of the said *A. B.* in case she shall happen to survive the said *A. B.* — Or thus, In full Recompence of her Dower, and Title of Dower, to or out of all the Mannor, Lands, Tenements, and Hereditaments, whereof the said *A. B.* had, now hath, or hereafter shall

shall have, during the Coverture between him and the said *A. B.* any Estate of Inheritance.

To the Use of the said *A. B.* for the Term of his natural Life, and from and after his Decease to the Use and Behoof of the said *C. B.* one of the younger Sons of the said *A. B.* for the Term of sixty Years, to commence immediately from, and after the Decease of the said *A. B.* if he the said *C. B.* shall, and do so long live, and from and after the end or determination of the said Estate, or Interest before limited to the said *C. B.* then to the Use of, &c. If the Use be limited of part of the Lands before limited to *A. B.* then say thus. To the Use of the said *A. B.* for Term of his natural Life, and from and after his Decease as to such and such Lands [setting forth the certainty of them] being parcel of the Premises before limited to the said *A. B.* for Term of his Life, to the Use and Behoof of the said *C. B.* one of the younger Sons of the said *A. B.* for the Term of sixty Years, to commence immediately from and after the Decease of the said *A. B.* if he the said *C. B.* shall and do so long live, and from and after the end and determination of the said Estate or Interest before limited to the said *C. B.* then to the Use of, &c. And as for, touching, and concerning the Remainder of the Premises before limited to the said *A. B.* for Term of his Life, being, &c. [set down the particulars of it] to the Use and Behoof of *D. B.* one other of the Sons of the said *A. B.* for the Term of twenty one Years, to commence immediately from and after the Decease of the said *A. B.* and from and after the end and determination of the said Estate or Interest limited to the said *D. B.* To the Use of, &c.

And from and after the Decease of the said *A.* *Limitti-*
B. and *E.* his Wife; then to the Use and Behoof of the Heirs of the Body of the said *A. B.* law-
fully begotten on the Body of the said *E. B.* — Or thus: And as touching and concerning the immediate Remainder of the said Capital Messu-
age, Lands, &c. before particularly limited, or mentioned,

The Habendum in Deeds.

mentioned, or meant to be limited to the Use of the said *E. B.* for her Joynture as aforesaid, immediately from and after the Decease of the said *A. B.* and *E. B.* and of the longer liver of them, and the immediate Remainder of the said Lands, &c. whereof no use is before limited to the said *E. B.* from and after the Decease of the said *A. B.* to the only Use and Behoof of the first Son of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully begotten, or to be begotten; and of the Heirs-Male of the Body of such first Son lawfully to be begotten: And for default of such Issue, then to the Use and Behoof of the second Son of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully begotten, or to be begotten; and of the Heirs-male of the Body of such second Son lawfully begotten: And for default of such Issue, to the Use and Behoof of the second Son of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully to be begotten; and of the Heirs-male of the Body of the said third Son lawfully to be begotten: And for default of such Issue to the Use and Behoof of the fourth Son of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully begotten, or to be begotten; and of the Heirs-males of the Body of such fourth Son lawfully begotten: And for default of such Issue then to the Use and Behoof of the fifth Son of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully begotten, or to be begotten; and of the Heirs-male of the Body of such fifth Son lawfully begotten, &c. [even to the ninth or tenth Sons:] And for default of such Issue to the Use and behoof of all and every other Son and Sons of the said *A. B.* on the Body of the said *E. B.* lawfully to be begotten; and of the Heirs-male of the Body of every such Son and Sons; the Elder Son and the Heirs-males of his Body, being always preferred before the Younger Son, and the Heirs-males of his Body, according to the Seniority and Priority of Birth and Age: And for default of such Issue to the Use and Behoof

hoof of the Heirs of the Body of the said *A. B.* and for default of such Issue to the Use and Behoof of the right Heirs of the said *A. B.* for ever.

To the Use and Behoof of the said *A. B.* for, *Another to* and during the Term of his natural Life; and *Sons already born.* from and after the Decease of the said *A. B.* to the Use and Behoof of the said *E. B.* for, and during the Term of her natural Life for her Joynture,

&c. [*vide* before] And from and after the Decease of the said *A. B.* and *E. B.* and of the longer liver of them, to the Use and Behoof of *C. B.* the eldest Son and Heir apparent of the said *A. B.* and of the Heirs-male of the Body of the said *C. B.* lawfully begotten, and to be begotten: And for default of such Issue, to the Use and Behoof of *D. B.* second Son of the said *A. B.* and of the Heirs-male of the Body of the said *D. B.* lawfully begotten, or to be begotten: And for default of such Issue to the Use and Behoof of *E. B.* third Son of the said *A. B.* and of the Heirs-male of the Body of the said *E. B.* lawfully begotten, or to be begotten: And for default of such Issue to the Use and Behoof of the † fourth Son of the said

A. B. on the Body of the said *E. B.* his Wife, lawfully to be begotten; and of the Heirs-male of the Body of such fourth Son lawfully to be begotten: And for default of such Issue to the Use and Behoof of the fifth Son of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully to be begotten; and of the Heirs-male of the Body of such fifth Son lawfully to be begotten: And for default of such Issue, then to the Use and Behoof of all and every other Son and Sons of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully to be begotten successively one after the other, and in order, as they shall succeed and be in Seniority of Age, and Priority of Birth; and of the Heirs-male of the several and respective Bodies of all and every such other Son and Sons, lawfully to be begotten: And for default of such Issue to the Use and Behoof of the Heirs of the Body of the said *A. B.* lawfully begotten, or to be begotten

† *In case there be no more Sons born, time of the Limitation.*

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ten : And for default of such Issue to the only Use and Behoof of the right Heirs of the said *A. B.* for ever.

Limitation to the Father for Life : After to the Son and his Wife, Remainder to 1, 2, 3, &c. Sons of him in Tail remainder to the Father's other Sons in Tail, &c. † This form is to be used in case they have up Sons at the time of the Limitation : If they have, then they are to be named, &c. as before. To Sons for Life remainder in Tail.

To the Use and Behoof of the said *A. B.* for, and during the Term of his natural Life without Impeachment of Waste, and with full Power to commit Waste : And from and after the Decease of the said *A. B.* to the Use and Behoof of *C. B.* Son and Heir apparent of the said *A. B.* and his Assigns, for, and during the Term of his natural Life, and from and after the Decease of the said *C. B.* to the Use and Behoof of *E. B.* Wife of the said *C. B.* and her Assigns, for and during the Term of her natural Life in recompence and satisfaction of her Dower, &c. and immediately from and after the Deaths of the said *C. B.* and *E. B.* and of the Survivor of them, to the only Use and Behoof of the first † Son of the Body of the said *C. B.* on the Body of the said *E. B.* lawfully to be begotten ; and of the Heirs-male of the Body of such first Son lawfully to be begotten ; And for default of such Issue to the Use and Behoof of the second Son of the Body of the said *C. B.* on the Body of the said *E. B.* lawfully to be begotten ; and of the Heirs-male of the Body of such second Son lawfully to be begotten, &c. and [so to 3, 4, 5, 6, 7, 8, 9 and 10. Sons] And for default of such Issue to the Use of all and every other Son and Sons of the Body of the said *C. B.* on the Body of the said *E. B.* lawfully to be begotten, successively one after the other, as they shall be Born, and shall be in Seniority of Age ; and the Heirs-males of their several Bodies lawfully to be begotten. And for default of such Issue to the Use and Behoof of *F. B.* second Son of the said *A. B.* for and during the Term of his natural Life, without Impeachment of, or for any manner of Waste : And from and after his Decease, to the Use of the first Son of the Body of the said *F. B.* lawfully to be begotten ; and of the Heirs-male of the Body of such first

first Son lawfully to be begotten : And for default of such Issue to the Use and Behoof of the second Son of the said *F. B.* lawfully to be begotten ; and of the Heirs-males of the Body of such second Son lawfully to be begotten : And for default of such Issue to the Use and Behoof of the third Son of the Body of the said *F. B.* lawfully to be begotten, and of the Heirs-males of the Body of such third Son lawfully to be begotten : [And so to 4, 5, 6, 7, &c.] And for default of such Issue to the Use and Behoof of all, and every other Son and Sons of the said *F. B.* lawfully to be begotten successively, as they shall be in Priority of Birth, and Seniority of Age ; and of the Heirs-males of their several Bodies lawfully to be begotten : And for default of such Issue to the Use and Behoof of *G. B.* and his Assigns third Son of the said *A. B.* for and during the Term of his natural Life, without Impeachment of, or for any manner of Waste ; and from and after the decease of the said *G. B.* to the Use and Behoof of the first Son of the Body of the said *G. B.* lawfully to be begotten ; and of the Heirs-males of the Body of such first Son lawfully to be begotten : And for default of such Issue to the Use and Behoof of the second Son of the Body of the said *G. B.* lawfully to be begotten ; and of the Heirs-males of the Body of such second Son lawfully to be begotten : And for default of such Issue to the Use and Behoof of the third Son of the Body of the said *G. B.* lawfully to be begotten ; and of the Heirs-males of the Body of such third Son lawfully to be begotten : [And so to the 4, 5, 6, 7, &c. Sons] And for default of such Issue to the Use and Behoof of all and every other Son and Sons of the said *G. B.* successively as they shall be in Priority of Birth, and Seniority of Age ; and of the Heirs-males of their several Bodies lawfully to be begotten : And for default of such Issue to the Use and Behoof of *H. B.* fourth Son of the said *A. B.* for, and during the natural Life of the said *H. B.* without Impeachment of or for any manner of Waste, and from and after the Decease of the

E

said

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said *H. B.* to the use and behoof of the first Son of the Body of the said *H. B.* lawfully to be begotten ; and of the Heirs-males of the Body of such first Son, lawfully to be begotten : And for default of such Issue to the Use and Behoof of the second Son of the Body of the said *H. B.* lawfully to be begotten ; and of the Heirs-males of the Body of such second Son lawfully to be begotten : And for default of such Issue to the Use and Behoof of the third Son of the Body of the said *H. B.* lawfully to be begotten ; and of the Heirs-males of the Body of such third Son lawfully to be begotten : [And so to 4, 5, 6, 7, &c. Sons] And for default of such Issue to the Use and Behoof of all, and every other Son and Sons of the said *H. B.* successively as they shall be in Priority of Birth, and Seniority of Age ;

In case A. B. hath no more Sons born at the time of the Limitation. and of the Heirs males of their several Bodies lawfully to be begotten : And for default of such Issue to the Use and Behoof of the fifth Son of the Body of the said *A. B.* lawfully to be begotten on the Body of *M. B.* now Wife of the said *A. B.* and of the Heirs-males of the Body of the said fifth Son lawfully to be begotten : And for default of such Issue to the Use and Behoof of the sixth Son of the Body of the said *A. B.* on the Body of the said *M. B.* lawfully to be begotten ; and of the Heirs-males of the Body of the said sixth Son lawfully to be begotten : And for default of such Issue to the Use and Behoof of all and every the Son and Sons of the Body of the said *A. B.* on the Body of the said *M. B.* lawfully to be begotten successively as they shall be in Priority of Birth, and Seniority of Age ; and of the Heirs-males of their several Bodies lawfully to be begotten : And for default of such Issue to the Use and Behoof of the Heirs of the Body of the said *A. B.* lawfully to be begotten : And for default of such Issue to the Use and Behoof of the right Heirs of the said *A. B.* for ever.

Other Limitations in Tail to the Brothers of the Feoffor, &c.

To the Use and Behoof of the said *A. B.* and of the Heirs-males of his Body lawfully begotten, and to be begotten ; and for default of such Issue, then to the Use and Behoof of *C. B.* Brother of the said

said *A. B.* and of the Heirs-males of his Body lawfully begotten, and to be begotten; and for default of such Issue, then to the Use and Behoof of *D. B.* one other of the Brothers of the said *A. B.* lawfully begotten, and to be begotten: And for default of such Issue, to the Use and Behoof of *A. B.* one other of the Brothers of the said *A. B.* and of the Heirs-males of the Body of the said *A. B.* lawfully begotten, and to be begotten: And for default of such Issue then to the use and behoof of the right Heirs of the said *A. B.* for ever.

To the use and behoof of the said *A. B.* [the Feoffor, &c.] for and during the Term of his natural Life, and from and after his decease to the use and behoof of the said *C. B.* Son and Heir apparent of the said *A. B.* for and during the Term of his natural Life, without Impeachment of, or for any manner of Waste, and with full power to commit Waste, and from and after the decease of the said *C. B.* and of the said *A. B.* to the use and behoof of *E. B.* eldest Son of the said *C. B.* and of the Heirs-males of his Body lawfully begotten and to be begotten; and for default of such Issue to the use and behoof of the Third Son of the Body of the said *C. B.* on the Body of *I. B.* his now Wife begotten or to be begotten; and of the Heirs-males of the Body such third Son lawfully to be begotten, &c. [So to the 4, 5, 6, 7. &c. Sons.] and for default of such Issue to the use and behoof of all and every other Son and Sons of the Body of the said *C. B.* on the Body of the said *I. B.* to be begotten, successively as they shall be in Priority of Birth, and Seniority of Age, and of the Heirs-males of their several and respective Bodies lawfully to be begotten; and for default of such Issue to the use and behoof of *F. B.* second Son of the said *A. B.* and of the Heirs-males of the Body of the said *F. B.* lawfully to be begotten, &c. [so to the other the Sons of *A. B.*] And for default of such Issue, to the use and behoof of the Heirs-males of the Body of *G. B.* (deceased late Father of the said *A. B.*) lawfully begotten; and for default

The Habendum in Deeds.

fault of such Issue, to the use and behoof of the Heirs-males of the Body of *M. B.* deceased, Grandfather of the said *A. B.* and for default of such Issue to the use and behoof of the right Heirs of the said *C. B.* for ever.

Another.

To the use and behoof of the said *C. D.* and *E. F.* [the Cognizees or Recoverors,] and of their Heirs, until the Solemnization of the said Marriage intended between the said *A. B.* and *E. S.* And from and after the said Marriage had, and solemnized to the use and behoof of the said *C. D.* and *E. F.* and of their Heirs, for and during the natural Life of the said *E. S.* and from and after

The Estate

Tail vested

in the Wife.

her Decease, to the use and behoof of the said *A. B.* for and during the Term of his natural Life, and after the Decease of the said *E. S.* and *A. B.* to the use and behoof of the Heirs of the Body of the said *E. S.* by the said *A. B.* begotten and to be begotten: And for default of such Issue, to the use and behoof of the said *A. B.* and of the Heirs of his Body lawfully begotten, and for want of such Issue, to the use and behoof of the right Heirs of the said *F. B.* [the Father of *A. B.*] for ever.

Another

form of Li-

mitation

during the

Heirs Mi-

nority,

with dire-

ction for

disposal of

the profits

until then.

To the use and behoof of the said *A. B.* for and during the Term of his natural Life without Impeachment of or for any manner of Waste, and from and after the Decease of the said *A. B.* and during the time that the said *C. B.* Son and now Heir apparent of the said *A. B.* or any other being Heir of the said *A. B.* shall be under the Age of twenty one Years; and until some Heir of the said *A. B.* shall accomplish the Age of twenty one Years, to the use of the said *C. D.* and *E. F.* [the Cognizees or Feoffors] and the Survivor of them, and of the Heirs of the Survivor of them; to the intent and purpose that the said *C. D.* and *E. F.* and the Survivor of them, and the Heirs of the Survivor of them, shall take, perceive levy, possess and enjoy the Rents, Issues, Profits, Revenues, Commodities and Emoluments of all and singular the

the said Messuages, Lands, Tenements, and other the Premises, with the Appurtenances, and the same to imploy, during such Minority or Minorities as aforesaid, for and towards the performance, payment and satisfaction of all the Bequests and Legacies to be mentioned, in the last Will and Testament of the said *A. B.* according to the tenor, purport and true meaning of the said *A. B.* in and by his said last Will and Testament to be declared; and to the end, intent and purpose, that the said *C. D.* and *E. F.* and the Survivor of them, and the Heirs of the Survivor of them, shall likewise with the said Rents, Profits, Revenues, Commodities, Issues, and Emoluments, Coming, growing and arising of, and out of all and singular the said Messuages, or Tenements, Lands, and Premises, bestow, and disburse from time to time the competent and necessary Charges in the Law, and otherwise for the Defence and Maintainance of the Title and Possession of all and singular the Premises. and of every or any part thereof; and for the Reparation and Preservation of the Edifices and Buildings in, and upon all and every the Premises, or any part thereof, necessary meet and fit to be disbursed and expended, until some Heir of the said *A. B.* shall have accomplished the Age of twenty one Years. And for the surplusage that shall remain of the said Rents, Issues, Profits, Revenues and Commodities, over and above the said Legacies and Bequests, to be devised as aforesaid; and over and above the said Disbursements and Expences, that the same shall and may remain and come to the use, profit, and benefit of the said *C. B.* or other Heir of the said *A. B.* that shall accomplish the full Age of twenty one Years; and after the said *C. B.* or other Heir of the said *A. B.* shall have accomplished the said Age of twenty one Years: That then the said *C. D.* and *E. F.* and their Heirs, shall stand and be seized of and in all and singular the said Messuages, &c. to the use of the said *C. B.* or such other Heir of the said *A. B.*

Payment of Legacies.

Defending of the Title.

Reparation of the Buildings.

The Surplusage to remain to the Heir.

The Habendum in Deeds.

as shall so accomplish the said Age, and of the Heirs-males of the Body of the said C. B. or such other Heir, and for want of such Issue to the use and behoof of the right Heirs of the said A. B. forever.

*A way to
preserve
contingent
Uses in case
the parti-
cular Es-
tate de-
termine be-
fore they
come in
Esse.*

Nota.

Make an Indenture tripartite between A. B. of the first Part, C. D. and E. F. of the second Part, and G. H. and I. K. of the third Part; and let thereby A. B. covenant to levy a Fine to G. H. and I. K. of the Mannor of L. &c. And then add ——— And it is covenanted, granted, condescended, agreed and declared by and between all the said Parties to these Presents: That the said Fine or Fines and all other Fine or Fines hereafter to be had and levied by and between the said Parties to these Presents, or any of them of the said Mannor and Premises, or any Part thereof are meant and intended to be, and immediately from and after the acknowledging and levying of the said Fine or Fines shall be taken, judged and construed to be and inure to the several Uses, Trusts and Purposes hereafter mentioned: That is to say, to the use and behoof of the said A. B. and his Assigns for and during the Term of his natural Life: And from and after the Determination of the Estate of the said A. B. to the use and behoof of the said C. D. and E. F. and their Heirs for and during the natural Life of the said A. B. to the end, intent and purpose, and in trust only to preserve the contingent Remainders hereafter mentioned: And from and after the Decease of the said A. B. to the use and behoof of the first Son of the Body of the said A. B. lawfully to be begotten on the Body of E. B. his now Wife, and of the Heirs-males of the Body of such first Son lawfully to be begotten. And for default of such Issue to the use and behoof of the second Son of the Body of the said A. B. on the Body of the said E. B. to be begotten and of the Heirs-males of such second Son, [and in like make manner to 3. 4. 5. 6. &c. Sons] and for want of such Issue to the use and behoof of

of all and every other Son and Sons of the Body of the said *A. B.* to be begotten on the Body of the said *E. B.* successively one after the other, as they shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs-males of their Bodies, the elder and his Heir-male of his Body to be always preferred before the younger of them, and the Heir-male of his Body. And for default of such Issue, in case the said *E.* shall be enseint at the time of the Death of the said *A. B.* then to the use and behoof of the said *E.* until she shall be delivered of such Child, or die, which of them shall first happen, in trust only for the Preservation of the contingent Remainder unto her Son, if she shall be enseint of a Son; and if such Child shall be a Son, then to the use and behoof of such after-born Son; and the Heirs-males of the Body of such after-born Son lawfully to be begotten. And for want of such Issue to the use and behoof of the said *C. D.* and *E. F.* and their Executors, Administrators and Assigns, for and during the Term of five hundred Years: And from and immediately after the end of the said Estate or Term of five hundred Years to the use and behoof of the said *A. B.* and the Heirs-males of his Body, and for want of such Issue to the use and behoof of the right Heirs of the said *A. B.* for ever. And as for, touching and concerning the said Estate of five hundred Years, herein before limited to the said *C. D.* and *E. F.* It is hereby declared, That the said Estate is so limited to them as aforesaid in trust, that they the said *C. D.* and *E. F.* or the Survivor of them, and the Executors, Administrators and Assigns of the Survivor of them, shall and may out of the yearly and accidental Rents, Issues and Profits of the said Mannor, Farm, &c. herein before limited to them, for the said Term of five hundred Years, for default of Issue-male, as aforesaid, levy, raise and pay the several Sums hereafter mentioned, as well for the Maintenance and Education, as for the Portion or Portions of the Daughter

Limitation for Issue en ventre sa mere.

Nota.

Limitation of five hundred Years for Payment of Daughters portions, if no Heir-male be.

The Declaration of the trust, as to the Estate of five hundred Years.

One thousand Pound
to one
Daughter,
One thousand
and a
piece if
more
Daughters.

Maintenance be-
cause Porti-
ons paid.

Other con-
tingent
Uses.

To such per-
sons as the
Wife by
her Will
shall ap-
point.

ter or Daughters of the said *A. B.* of the Body of the said *E. B.* to be begotten (in case there shall be a Failure of Issue-male of the Body of the said *A. B.* on the Body of the said *E.* to be begotten) in such manner and form as is hereafter expressed and declared: That is to say, The Sum of one thousand Pound of good and lawful Money of England, in case they shall have but one Daughter between them Two, for the Marriage Portion of such Daughter, if such Daughter shall not be preferred in Marriage, by the said *A. B.* in his Life time: And in case there shall be more than one Daughter between them begotten, the Sum of one thousand Pound apiece, of lawful Money of England, apiece for every such Daughter, that shall not be preferred in Marriage in the Life-time of the said *A. B.* the said Portion and Portions to be paid to them respectively at their several Ages of one and twenty Years, or respective Days of Marriage, which of them shall first happen. And in the mean time for the raising and paying to or for such Daughter or Daughters, until their several Portions shall become due and payable, as aforesaid, necessary and convenient Maintenance at the Discretion of the said Trustees, or the Survivor of them, or the Executors or Administrators of the Survivor of them.

To the use and behoof of the said *A. B.* for and during the Term of his natural Life, and from and after the Decease of the said *A. B.* to the use and behoof of *E. B.* now Wife of the said *A. B.* for and during the Term of her natural Life: And from and after the Decease of the said *A. B.* and *E.* his Wife, then to the use and behoof of such of the Children, between them the said *A. B.* and *E.* his Wife to be begotten, and for such Estates as the said *E.* by her last Will and Testament, or by any other Writing, to be sealed and subscribed by the said *E. B.* in her Life-time, in the Presence of two or more credible Persons, shall limit, nominate and appoint: And if no such Limitation, Nomination or Appointment shall be made

made by the said E. B. in her Life-time, then to the use of the Heirs of the Bodies of the said A. B. and E. B. between them lawfully to be begotten. And for want of such Issue to the use of the right Heirs of the said A. B. for ever —

To the use and behoof of such Person and Persons, and for such Estate and Estates, and for such part and parcel of the Premises, as the said A. B. shall by his last Will and Testament in Writing, in the Presence of here or more credible Persons, appoint, limit or declare, and for default or want of such Declaration, Limitation or Appointment, or for such part of the Premises whereof no such Declaration, Limitation or Appointment, shall be to the use and behoof of, &c.

To such as the Husband appoints by Will.

And for the better Illustrating and explaining what hath been said concerning this second Formal Part of a Deed, we shall here insert some special

Cases concerning Habendums.

IF Land be given to Two to hold to them & *heredibus*, it is void for Insensibility and Incertainty; and although he add a Clause of Warranty to them and their Heirs, the same shall not make the first Words to be of force in Law. And such an Estate which cannot by the Rules of Common-law be conveyed by Act executed in his Life by Advice of his Council. learned in the Law, such Estate cannot be Devised by the Will of a Man who is intended in Law to be void of Council. As if a Man by Will Devise Lands to one for ever, there he hath a Fee, for such Estate might be conveyed by Act executed. But if he Devise further, that if the Devisee do not such an Act, that another shall have the Land to him and his Heirs, the same is void, for such Limitation if it were by Act executed were void, & *sic de ceteris*, Co. 1 Rep. 85. Corbet's Case.

Habendums void for incertainty.

In

*Words of
Limitation
cannot be
added to
Words of
Limitation*

In Deeds Words of Limitation cannot be added or limited to Words of Limitation, but to Words of Purchase. And such Constructions are to be made, that all the Words (if it may be) in congruity of Sense and Reason and Conformity of Law may take Effect according to the intent of the Parties without rejecting of any, or by any Construction to make them void. *Co. 1 Rep. 95. Shelley's Case.*

*The Person
capable
shall take
the whole.*

If an Estate be limited to two, one is capable and the other not capable, or not in being, he that is capable shall take the whole. And at Common-law, and by our Books we find the intention of Parties is the direction of Uses by a conscionable and favourable Construction, *Co. 1 Rep. 100. Shelley's Case.*

*Where Ha-
bendum
repugnant
is void.*

Where things take effect by delivery of the Deed, without other Ceremony, and which lie in Grant, there the *Habendum* being repugnant to the Premises it is void, *Co. 2 Rep. 23. Baldwin's Case.*

There is a Difference between an Estate in the Premises implied and Estate expressed. For if *A.* Grant a Rent generally to *B.* the same by Implication and Construction of Law is an Estate for Life. But if the *Habendum* be for Years it is good and shall qualify the Generality and Implication of the Premises, *ibid. 23, 24. Baldwin's Case.*

Where a Man by Deed gave Lands to *Emme* late Wife of *John Master.* *Habendum & Tenendum prædict' Emme & heredibus Johannis Master de corpore ejusdem Emme procreat.* In this Case the Son and Heir of *John* on the Body of *Emme* took no Estate with *Emme*, because named after the *Habendum.* *Co. 1 Inst. 26. b. 21. a.*

If a Man give Lands to have and to hold to *B.* and his Heirs, This is good, albeit the Feoffee is not named in the Premises, *Co. 1 Inst. 7. a.*

If an Estate be made to a Man and the Heirs of his Body, either to the Use of another and his Heirs or himself and his Heirs, this Limitation of Use is utterly void, *Co. 1 Inst. 19. b. a.*

By

By Grant of the Land *Habendum* the Reversion, and by Grant of the Reversion *Habendum* the Land, the *Habendum* is good in both Cases, Co. 10 Rep. 107. *Humphrey Lofield's Case*.

If a Man make a Feoffment in Fee of Lands to the Use of *A.* every *Munday*, *B.* every *Tuesday*, *C.* every *Wednesday*, such Limitations are void, for we do not find such Fractions of Estates in Law. Co. 1 Rep. 87. *Corbet's Case*.

Edward Baron D'Eincourt in Com' Lincoln. by virtue of Letters Patent granted to him by *E. 2 Anno* 19. Assigned his Surname Arms and Possessions unto one *William* who sat in Parliament 1 *E. 3.* by Name of *William D'Eincourt*, but the Lord *Hoe* in time of *E. 4.* Granting his Name, Arms and Dignity over to one without the King's License, was in Parliament adjudged to be void. Co. 4 Inst. 126.

Where the *Habendum* shall not pass the Land in Possession nor enlarge it contrary to the Grant. *Cro. Rep.* 290. *Miller and John's versus Manwaring*.

A Lease for Years *Habendum* from henceforth includes the Day of making, but *Habendum* from the Day of the Date excludes the Day of the Date. Select Cases 76, 77. *Cornish versus Cawsey*.

A Lease *Habendum a die datus*, and for seven Years from henceforth, &c. to make all parts of it stand must be construed to commence from henceforth, viz. as to the Computation of the seven Years, that they shall begin upon the 25th. of March, and from the Day of the Date, viz. upon the 26th. of March in Interest and Possession, Select Cases 77. *Cornish versus Cawsey*.

The Plaintiff in *ejectione firme* declared, That *J. S.* 5 *Maij* 10 Jac. Demised a House to him *Habendum* from the Feast of Annunciation last past for twenty one Years *extunc proxime sequent'*. And the Defendant the same 5th. of May ejected him, and upon *Non cul.* the Jury found that the said *J. S.* the said 5th. of May, by Indenture bearing Date the 4th. of May, demised the House to the Plaintiff, to have and to hold from the Feast of the Annunciation last past, for and during the Term

How *Habendum* *a die datus* is construed.

of

The Habendum in Deeds.

of twenty one Years next ensuing the Date hereof fully to be compleat and ended. In which case the Term began from the Feast of the Annunciation in Computation of the twenty one Years, and upon the 5th. of May in point of Interest. But *Rall* agreed, that if in the Principal Case the Lease had been made To have and to hold from the Day of the Date from henceforth for seven Years, then the Plaintiff had declared right. Judgment was given against the Plaintiff. *Hobart's Rep.* 18 or 27. Select Cases 77.

What Limitation
in Tail
good and
Remainder
void.

R. G. seized of Land in Fee gave it by Deed indented to one *A. Pro termino vite sue, Rem. inde rectis heredibus masculis de corpore R. dicti scil. Le Donor, Legitime procreatis. Rem. inde rectis heredibus R. in perpetuum*, and after the Donor had Issue two Sons and died, and afterwards *A.* the Donee for Life died, the eldest Son entred and had Issue a Daughter, and died without Issue-male. If the Daughter or the Brother should have the Land was demurred in Law in Trespass, and the Case was well debated, that is to say, If this Limitation of the Tail was good or not. And then admitting that, how the Tail once commenced and vested in the Possession of the Eldest Son, when he died without Issue-male, whether the Tail were spent, or that it should come to the Younger Son as the Case of one *Roberts* in the 1st. 2d. and 4th. of *Edm.* 3d. was; and see for this *Littleton* in the Chapter of Tail, where Land is given to the Son and the Heirs of the Body of his Father (at that time Dead) begotten. This was a good Tail in him. But *Qr.* if his younger Brother (if he had any) should inherit. Also in the Chapter of Estates conditional, where the Condition was, that the Feoffee should give the Land to the Feoffor and to his Wife, and to the Heirs of their two Bodies begotten, who had Issue and died, and the Feoffee made a Gift to the Eldest Son, and to the Heirs of the Body of the Father and the Mother begotten. This was a good performance. But *Qr.* whether the Younger Son (if he had any) should inherit.

herit. And it seemed to *Dyer* that he should be Inheritable by this special Form of the Gift, but the Limitation of this Remainder in Tail was adjudged void. *Dyer* 156. pl. 24, 25.

The Auncester Devised by his Will the whole Land to his Wife, until the Heir should be of the Age of twenty four Years, and at that Age the Heir should have the whole to him and to his Heirs for ever, and that when he came to the Age of twenty four Years, the Wife should have a third part during her Life; And if the Heir died before the Age of twenty four Years, then the Land should remain to the Wife during her Life, and after her Decease (if the Heir had no Issue) the Remainder should be to A. Daughter of the Devisor, the Remainder to the right Heirs of the Devisor. The Wife died, afterwards the Heir came to the Age of twenty four Years and is yet in Life, and it was adjudged that no Intail was made by this Will, but the Fee-simple descended to the Son, *Dyer* 124. pl. 38.

What Limitations in Wills shall make an Estate Tail, what an Estate for Life, &c. See *Dyer* Title Devise. Tail, Lease Discent, &c.

A Parson Leased his Rectory for the Term of three Years, and after the end of the three Years, to the end and term of other three Years then next and immediately ensuing, and so after the end of the same three Years to the end and term of other three Years, during all the term of the natural Life of the Lessor; And by the Opinion of many Benchers of the *Middle Temple*, and divers Justices of the Common-Bench, he should have but an Estate for nine Years, if the Lessor so long lived. For it wanted Words to prove that he should have the Estate for the Life of the Lessor. But if it had been and so from three Years to three Years during the Life, peradventure it would have enured otherwise. But in the first Case it was said also, That if he had an Estate in the Rectory for the Life of the Parson he ought to have had Livery of Seisin, &c. *Dyer* 24. pl. 151.

What was but a Lease for nine Years, if Lessee lived so long, Otherwise if it had been from three Years to three Years during his Life.

Termor

The Habendum in Deeds.

Termor of a House for forty Years Devised and gave the House by his Feoffment without Limitation of the Estate which he gave, it shall carry the whole Term, for the Devisee may not have an Estate in the House at will, nor for Term of Life, nor for Term of any Years or Year; Therefore the whole Term shall pass, *per Opinionem Justiciariorum de Banco. Dyer 307. pl. 69.*

Henry Milburne and Mary his Wife, late the Wife of R. York Serjeant at Law, made a Lease to H. Newman and J. Deanage by these Words *Habend' & tenend' predict' Pastur' vocat' Seils. marsh in Hungertridge in Com' Somerset presat' H. & J. ad terminum vite eorum conjunct' & alterius diutius viventis ac assignat' suis sive whole qui primus eorum decedere contingat durante vita ejus if no Severance were this Word Conjunctive they are restrained to make made in Partition; and it seemed to divers they were not. the Life of Item quare, If he who first died might assign his the other. Moiety or the entierty during the Life of his Companion, and to what purpose these Words found. And it seemed to divers, that he who survived should have the Entierty, if no Severance be made in the Life of the other, Dyer 46. pl. 7. Vide plus in Dyer Title Leases.*

A Prebendary of Curburrough in Com' Stafford Demised a Tenement in right of the Prebendary to Pyat and his Heirs *Habend'* to him and his Heirs for three Lives, with a Letter of Attorney to deliver Seisin to Pyat, his Heirs, Executors or Assigns. The Tenement was accustomedly let, and the Ancient Rent reserved. The Question was, If the Lease was good against the Successor of the Prebendary. *Wilmot pro Quer'*. This Lease shall not bind the Successor; and he said that in case of the Prebendary the Construction shall be *stricti juris*, for he had not *curam animarum*. The Premises do pass an expresse Fee-simple, and the *Habendum* shall not Abridge it to an Estate for Lives, and for that he cited these Books, 45 E. 3. 20. Cr. 3. 131. Case Hoo and Pearse. Leon. part 1. f. 125, 131. 13 H. 7. 23. 14 H. 8. 14. Park. 153. Pl. Com. 153. 38 H. 6.

34. 20 H. 7. 21 *Fitz H. Grant* 15. *Br. Grant* 6. *Roll. part* 2. 65 *Br. Forfeiture* 87. *Pet. Br.* 8. 56. 2. The Letter of Attorney is uncertain, that is to say, upon what Estate the Livery shall operate. *Perk.* 34. and so prayed Judgment *pro Quer.* *Baldwin pro Def.* In Construction of Deeds, 1. The most strong against the Grantor shall be taken. 2. The intent of the Parties shall be taken if it may stand with the Rules of Law. 1. The Habendum may enlarge the Premises, 8 Co. 154. 2 *Cr. Thurman versus Cooper.* 2. The Habendum may abridge the Premises, 19 H. 6. 22. b. 21 H. 6. 7. 37 *Ass. p.* 15. *Perk. Sect.* 170. 176. 35 *Ass. p.* 14. *Br. Estates* 36. 3. The Habendum shall explain the Premises. *Dyer* 160. *Moor* 43. 4. The Habendum may avoid the Premises, 2 Co. Case. *Buckler versus Harvey.* *Roll Estates* 854. In this Case the Habendum shall explain. Judgment *per totam curiam*, that the Lease is good against the Successor, for the Habendum shall expound the Premises, and no Repugnancy; for the Lessee and his Heirs shall have as in the Premises, but shall have only for three Lives as in the Habendum, *Sir Thomas Jones's Rep.* 4 *Pillsworth versus Pyet.*

Habendum may enlarge the Premises. Shall explain the Premises. May avoid the Premises.

A Bargain and Sale to one and his Heirs Habendum after the Death of the Bargainor, the Fee passeth by the Premises, and the Habendum void. *Levinz* 3. part 329, 370.

Habendum void.

Trust of a Term is limited to W. for Life, Remainder to R. for Life, Remainder to the Heirs of the Body of R. and for want of such Issue to the Executors of W. it all vests in R. *Pollexfen* 24. *Tatton contra Molineux.*

Limitation of Terms in Trust.

Trust of a Term limited to one for life, and after to his eldest Issue-male, is a good Remainder, and the Feoffment of Tenant for life shall not destroy it. *Pollexfen* 26. *Cotton contra Heath.*

Divers other Limitations of Terms and Estates in Trust and to Uses you may see in *Pollexfen fol.* 24 to 44. *Mod. Rep.* 1 part 114 *Burges versus Burges.*

Habendum from the Expiration of a former Lease which is misrecited, when it shall Commence, and how it should enure and be construed, *Calthrop* 148. *McC. Foot versus Berkley.*

In

Where a
Lease
bound the
Feme.

In a Case between *Greenwood* and *Tiler* in the King's Bench, Trin. 17 Jac. Rot. 1179. It was adjudged and affirmed afterwards in the Exchequer Chamber upon a Writ of Error. That if one makes a Lease for life by Indenture 20 die Augusti 2 E. 6. Habendum from *Michaelmas* following for three Lives, and Livery is made by the Lessor after *Michaelmas*, it is a good Lease by the Indenture, for it was a Lease by *Baron* and *Feme* of the Land of the *Feme* which ought to enure by the Deed, otherwise it had not been good to bind the *Feme*; for it was adjudged, that it bound her, Cr. Car. 67. Owen versus *Thomas ap Rees*.

Where the
Grant of a
Term was
good, and
the Ha-
bendum
void, be-
cause re-
pugnant.

One *Crogat* was possessed of a Lease for one thousand Years, and by Deed Poll granted, all his Term Estate and Interest therein to *Hester* his Daughter, Habendum to the said *Crogat* and his Wife for their lives, and after their Decease to the said *Hester*, and if she hath Issue of her Body, then to her Executors or Assigns, Provided that she shall pay to *Diana* her Sister after the Death of *Crogat* and his Wife 10 l. per Annum during her life, Provided also, that if the said *Hester* died unmarried, having no Issue of her Body lawfully begotten, That then this Grant to the said *Hester* should be void, and then *Diana* should have the Term. It was found that *Hester* married and died without Issue; *Crogat* and his Wife died; The Plaintiff in *Ejectione firme* claims by Lease from the Executors of *Hester*, and the Defendant claims under *Diana*, and also by the Executors of *Crogat*. And, whether the Plaintiff claiming from the Executors of *Hester* should have it, was the Question: And for the Plaintiff it was urged, that this was a good Grant of the Term to *Hester*, whereby she was Interested therein, and the Habendum void. And the second Proviso for Determination thereof is not performed, because she did not die unmarried, and in that Point the Proviso is good, and the other part of the Proviso is to no purpose; for she cannot die unmarried and have Issue of her Body lawfully begotten, and therefore it is to be
Re-

Rejected, wherefore, &c. But all the Court delivering their Opinions *Seriatim* conceived the Plaintiff had not any Title, but the Defendant had good Title, for they agreed that the Grant was good and the *Habendum* to the Grantor and his Wife for their Lives, and after to *Hester* is void, because it is repugnant to the Grant; but the *Habendum* shews the intent of the Parties; that the Executors of *Hester* shall not have it, unless she be married and hath Heirs of her Body; and the Proviso that if she die unmarried, having no Issue of her Body lawfully begotten that it shall be void, shall have this Construction, that if she die unmarried or married; having no Issue of her Body (for she may not have lawful Issue, unless she be married) then it shall be void, for that is expounded by the Case in the *Habendum*, that he did not intend that the Executors of *Hester* should have it, unless that she had Issue. So by this Construction the Words of the Deed stand together, and when it was found that she was married and died without Issue, the Estate to *Hester* and Limitation to her Executors is determined, whereupon Rule was given that Judgment should be given for the Defendant, unless other matter were shewed, &c. Cro. Car. 110. *Goshawke versus Chigge* 290.

Error upon Judgment in *Flintshire*. The Error *where the* was assigned in point of Law, viz. That Judgment was given there upon a Special Verdict for *Limitation in the Ha-* the Plaintiff where it ought to have been for the Defendant. The Case was, Land was given to *made an* Baron and Feme, *Habendum* to Baron and Feme to the *Estate-tail.* use of them and the Heirs of their Bodies; the Question was, whether it were an Estate for Life only, or an Estate-tail; and it was adjudged to be an Estate-tail, and now argued by *Littleton* Recorder of London, for the Plaintiff in the Writ of Error, and by *Calthrop* for the Defendant; And all the Court (*absente Richardson*) held that the Judgment ought to be affirmed, for they conceived that this Limitation in the *Habendum* to the

Limitation of the Use is as a Limitation of the Land it self, being all to one Person, and is as if it had been said *Habendum* to them, and to the Heirs of their Bodies and not like to the Case, 2 & 3 *Eliz. Dyer* 186. For true it is when the Estate is limited to one or two to the Use of others and their Heirs, the first Estate is not enlarged by this Implication, and the Use cannot pass a greater Estate; but here when the Grant and *Habendum* convey the Estate, and the Limitation of the Uses to the same Person, that shews the intent of the Parties, and is a good Limitation of the Estate, for it is not an Use divided from the Estate, as where it is limited to a Stranger, but the Use and the Estate go together, wherefore it is all one, as if the Limitation had been to them and the Heirs of their Bodies; and *Jones* said that he knew many Conveyances to have been made in this manner, and twice brought in Question, and adjudged to be an Estate tail; whereupon Judgment was affirmed, *Cro. Car.* 178. *Meredith versus Jones. Vide Cro.* 166. *Saunders versus Cornish.*

Error of a Judgment at the Grand Sessions at *Cornarvon* in an Annuity by Bill for 220 *l.* Arrearages of an Annuity granted of 20 *l.* *quas ei debet*, and counts that the Defendant upon the 4 *Nov. Anno quarto Jacobi Regis* by a Deed shwen, had granted to the Plaintiff the said Annual Rent by the Name of an Annuity or Annual Rent of 20 *l.* *Habendum* to him for his Life, by virtue whereof he was seized in *Dominico suo ut de libero Tenemento*, and for eleven Years behind at such a Feast he brings the Action. The Defendant demands Oyer of the Deed, which being entred and read, it thereby appeared, That it was a Rent issuing out of a certain Parsonage in the said County, with a clause of Distress upon the Rectory or Church of *Kenthekley* and divers other the Rectories in the said County there mentioned. The Defendant pleaded that the said *John Bodvill* granted the said Rectory with the Church of *Kenthekley* to the Plaintiff

The Tenendum in Deeds.

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tiff and his Heirs, whereupon he entred therein, and so pleaded it as an Extinguishment, &c. The Plaintiff saith, that there was nothing granted thereby which was pertaining to the said Church. The Defendant pleaded that such a piece of Land was parcel of the said Rectory and Church; and thereupon they were at Issue, and found for the Plaintiff, and Judgment given for him. And now Error was brought and several Errors assigned, to which the Defendant pleaded in *nullo est erratum*, &c. *Vide Cro. Car. 122. Sir John Bodvill versus Bodvill.*

And now having done with *Habendums*, being the second Formal Part of a Deed, we proceed to the Third, which is the

The Tenendum in Deeds.

TENANT, in Latin *Tenens*, is derived of the Verb *Teneo*, and hath in the Law five Significations, 1. It signifies the Estate of the Land, as when the Tenant in a *Præcipe* of Land pleads *quod non tenet*, &c. this is as much as to say, that he hath not Seisin of the Free-hold of the Land in Question. Therefore it is said Tenant in Fee-simple who which hath Lands to hold to him and his Heirs. 2. It signifieth the Tenure or Service whereby the Lands or Tenements are holden, and in this Sense it is said in the Writ of Right, *quia clamat tenere de te per l. berum servitium*, &c. And in this Signification he is called a Tenant or holden, because all the Lands and Tenements in England in the Hands of Subjects are holden mediately or immediately of the King; for in the Law of England we have not properly *allodium*, that is, any Subjects Land, unless you will take *allodium* for *ex solido*, for so it is often taken in the Book of *Domesday*. And Tenants in Fee-simple are there called *Allodarij* or *Alloarij*, and he is called a Tenant because he holdeth of some superior Lord by some Service, and therefore the

*Definition
of the Te-
nendum
and Tenant*

The divers King in this Sense cannot be said to be a Tenant, because he hath no Superiour but God Almighty, *significati* *ons of the* *Word Te-*
ne- *nere.* *Prædum Domini Regis est directum dominium cuius nul-*
lus Author est nisi Deus. And as Bracton saith, *Omnis*
quidem sub eo, & ipse sub nullo, nisi vanum sub Deo.

The Possessions of the King are called *Sacra Patrimonia* and *Dominica corona Regis*; but though a Subject hath not properly *directum*, yet hath he *utile Dominium*. 3. Also *Tenere* signifieth performance, as in the Writ of Covenant, *Quod teneat conventionem*, that is, that he hold or perform his Covenant. 4. And likewise it signifieth to be bound as it is said in every Common Obligation *teneri & firmiter obligari*. 5. And Lastly, It signifieth to Deem or Judge, as in 30 E. 3. C. 4. It shall be holden for none, that is Judged or Deemed for none, and so we commonly say it is holden in our Books. And these several Significations do properly belong to a Tenant in Fee-simple, for he hath the Estate of the Land, he holdeth the Land of some Superiour Lord, and is to perform the Services due, and thereunto he is bounden by Doom and Judgment of Law *Co. 1 Inst. 1. a. b.*

Significa- The two Words to have and to hold prove a
tion of the double Signification, *viz.* *Aver* to have an Estate of
Words, to Inheritance of Lands descendible to his Heirs, and
have and *Tener*, to hold the same of some Superiour Lord,
to hold. and the *Tenendum* at this Day where the Fee-simple passeth must be of the chief Lords of the Fee. *Co. 1 Inst. 6. a.*

Significati- And Tenements *Tenementa* is the only Word
on of the which the *Stat. W. 2. de donis conditionalibus*, that
Word Te- created Estates-tail, useth; and it includeth not
nement. only all Corporate Inheritances which are or may be holden, but also all Inheritances issuing out of any of those Inheritances, or concerning or annexed to or exercisable within the same, though they lie not in Tenure. *Co. 1 Inst. 19. B. 20. A.*

De Libe- Where the Words *De libero Tenemento* are ex-
ro Tene- pounded to extend to a Rent-seck or Rent-charge,
mento. albeit they are against common Right; yet a
 Man

Man hath a Free-hold in them, and if a Man granteth *omnia Tenementa sua*, a Rent-charge or a Rent-seck doth pass Co. 1 Inst. 154. a.

It is Provided by the Stat. of *Magna Charta*, *Quod nullus liber Homo de castro amplius alicui de terra sua quam ut de residuo terre sue possit sufficienter fieri domino feodi servitium ei debitum quod pertinet ad feodum illud.* Upon which it hath been said by some that the Statute intended not to avoid the Feoffment, but implicitly to direct the Tenure, viz. That the Tenants should not enfeoff another of parcel, to hold of the chief Lord (that is, of the next Lord) but to hold of himself, and then the Lord may Distrain in every part for his whole Service without any Prejudice unto him: But this Opinion is against the Authority of our Books, and against the said Statute of *Magna Charta*. For first it is agreed in 10 H. 7. that as well before the Statute as after a Tenant which held two Acres might have Aliened one of the Acres, to hold of him, and notwithstanding the Lord might have distrained in which of the Acres he would for his whole Services; and Reason teacheth, that before that Statute, a Tenant could not have Aliened a parcel to hold of the chief Lord, for the Seigniorie of the Lord was entire for the which the Lord might Distrain in the whole or in any part, and which the Tenant by his own Act cannot avoid to the Prejudice of the Lord to bar him to Distrain in any part for his Services, as he should do, if he should enfeoff another of parcel to hold of the chief Lord, but the Tenant might have made a Feoffment of the whole, to hold of the chief Lord, for there no Prejudice ensued to the Lord. Others have said, and that truly, That the Intention of the Statute was, That the Tenant could not Alien parcel (which might turn to the Prejudice of the Lord) *Magna* without his Assent, and this appeareth clearly by *Charta*, the *Mirroure*. And by this Statute the King took no Fine due Benefit to have a Fine for his License before which to the King Statute no Fine for Alienation was due to the for Aliena- King, tion.

Statute of *Magna Charta* intended not to avoid the Feoffment, but to direct the Tenure.

Where the Tenant cannot enfeoff another of parcel, but ought to enfeoff of the whole to hold of the chief Lord.

Before the Statute of *Magna Charta*, the King took no Fine due Benefit to have a Fine for his License before which to the King Statute no Fine for Alienation was due to the for Aliena- King, tion.

King H.
3d. sought
to avoid
the Great
Charter
granted by
K. John,
and con-
firmed by
Hen. 3.

The King
cannot be
said to be
a Minor.

King; for it is adjudged that for an Alienation in the time of *Hen. 2d.* no Fine was due, and it appeareth in our Books, That if an Alienation had been made before *20 H. 3.* no Fine was due to the King for Alienation; now it is to be observed, That oftentimes for the better understanding of our Books, the advised Reader must take Light from History and Chronicles, especially for distinction of Times, and therefore *Mat. Paris* (who in his Chronicle reciteth *Magna Charta*) testifieth that King *Hen. 3d.* by evil Counsel (and especially as the Truth was, of *Hubert de Burge* then Chief Justice) sought to avoid the great Charter first Granted by his Father King *John* and afterwards Granted and Confirmed by himself in the 9th Year of *Hen. 3d.* for that as he said King *John* did grant it by Durefs, and that he himself was within Age when he Granted and Confirmed it. But for as much as afterwards the said King *Hen. 3d.* in the 20th Year of his Reign at what time he was twenty nine Years old did Grant and Confirm the said great Charter, for that Cause to put out all Scruples is the twentieth Year of *Hen. 3d.* named, albeit in Law the King's Charter granted in the ninth Year of *Hen. 3d.* was of Force and Validity notwithstanding his Nonage, for that in Judgment of Law the King as King cannot be said to be a Minor; for when the Royal Body-politick of the King doth meet with a natural Capacity in one Person the whole Body shall have the Quality of the Royal-Politick which is the greater and the more worthy, and wherein is no Minority. For *Omne majus trahit ad se quod est minus*; and it is to be observed, That no Record can be found that either a License of Alienation was sued, or pardon for Alienation was obtained for an Alienation without License at any time before the twentieth Year of *Hen. 3d.* And it is holden in the twentieth of *Edw. 3.* That a License of Alienation grew by this Statute. In the case of a Common Person, it was the Common Opinion, that if the Tenant had Aliened any parcel contrary

trary to the said Act, that he himself was bound by his own Act, but that his Heir might have avoided it, and in the King's Case many held the same Opinion, and it appeareth by the Preamble in 1 E. 3. that complaint was made that Land holden of the King in *capite* being Aliened without Lience was seised as forfeited. and in the Case of a Common Person the Stat. of 18 E. 1. *De The Statute quia emptores terrarum* hath made it clear, for this *quia emptores terrarum* hath in effect as to the Common Person taken away the said Statute of *Magna Charta* cap. 32. for thereby it is provided *quod liceat unicuique libero homini terras suas seu tenementa sua seu partem inde ad voluntatem suam vendere, ita quod Feoffatus, &c. de capitali Domino*, and herein are divers notable Points to be observed, 1. That this Word *Liceat* proveth, that the Tenant could not, or at leastwise was in Danger to Alien parcel of his Tenancy, &c. upon the said Act of *Magna Charta*. 2. That upon the Feoffment of the whole the Tenant should hold of the Chief Lord. 3. That the Tenant might enfeoff one of part to hold *pro particula* of the Chief Lord. But this Act, the King being not named, did not take away the King's Fine due to him by the Statute of *Magna Charta*. *Co. 1 Inst. 45. a. b. 2 Inst. 65, 86, 275.* — Here it appeareth that Tenant in Fee, Tenant in Tail, and Tenant for Life are said to have a Franktenement, a Free-hold so called, because it doth distinguish it from Terms of Years, Chattels upon incertain Interests, Lands in Villenage or Customary, or Copy-hold Lands. *Liberum autem Tenementum dicitur ad differentiam Villenagij, & villanorum qui tenent villenagium, quia non habent Allodium nec assam, &c. Item quod sit suum & non alienum, hoc est, si teneat nomine alieno ut firmarius & ad terminum vel sicut creditor ad vadium.* And note, that Tenant by Statute Merchant, Statute Staple, or Merchant, Elegit are said to hold Land, *Us liberum Tenementum*, until their Debt be paid, and yet (as hath been said) they have no Free-hold but a Chattle which shall go to the Executors, and the Executors

tors also if they be *ousted* shall have an Assize. But (ut) is *Similitudinary*, because they shall by the Statutes have an Assize as Tenant of the Freehold shall have, and to that Respect hath a Similitude of a Freehold, but *nullum simile est idem*. Co. 1 Inst. 43. a. b.

Divison of Tenure. There is a Divison of Tenure, That is to say, some be Spiritual and some be Temporal. And of Spiritual, some be incertain, as Tenures in *Frankalmoigne*; and some be Divine, as Tenures by Divine Service. Again, Divine Service certain is twofold, either Spiritual, as Prayers to God, or Temporal as distribution of Alms to poor People. The Liturgy or Book of Common and of celebrating Divine Service is altered, this Alteration notwithstanding, yet the Tenure in *Frankalmoigne* remaineth, and such Prayers and Divine Service shall be said and Celebrated, as now is Authorized, yea, though the Tenure be in particular, as *Litleton* saith, viz. *A Chaunter un Messe*, &c. on a *Chaunter un placebo & dirige*. Yet if the

If Tenant in Frankalmoigne say the Prayer now used, it sufficeth. Tenant saith the Prayers now Authorized, it sufficeth. And as *Litleton* saith, the changing of one kind of Temporal Services into other Temporal Services altereth neither the Name nor the Effect of the Tenure, so the changing of Spiritual Services into other Spiritual Services, altereth neither the Name nor effect of the Tenure. And **Temporal Services to** albeit the Tenure in *Frankalmoigne* is now reduced to a certainty contained in the Book of Common Prayer, yet seeing the Original Tenure was in *Frankalmoigne*, and the Change is by general Consent by Authority of Parliament whereunto every Man is party, the Tenure remains as it was before.

Difference between Tenant in Frankalmoigne and Tenant in Frank-marriage. Tenant in *Frankalmoigne* differeth from a Tenant in Frank-marriage, for Tenant in Frank-marriage shall do Fealty, but Tenant in *Frankalmoigne* shall not do any or any other thing but *devota animarum suffragia*. And it is also said in our Books, *Que Frankalmoigne est le plus haute Service*, and this was confessed by the Heathen Poet.

— *Fait*

*Fuit hac sapientia quondam
Publica privatis discernere, sacra profanis.*

And certain it is, that *nunquam res humana profpere succedunt ubi negliguntur Divina.* Co. 1 Inst. 95. b.

In every Gift in Tail without more saying the Reversion of the Fee-simple is in the Donor. And the Donees and their Issue shall do to the Donor Tail shall and to his Heirs the like Services, as the Donor do to the doth to his Lord next Paramount, except the Donor like Donees in Frank-marriage who shall hold quiet-Services a ly from all manner of Services (unless it be for he doth i. Fealty) until the fourth Degree is past, the Issue the Lord in the fifth Degree, and so forth the other Issues Para- after him shall hold of the Donor, or of his Heirs, mount. as they hold over, as before is said. And the rea- Except Do- son of this is that when by Construction of the nee in said Statute, there was a Reversion settled in the Frankal- Donor, for that the Donee had an Estate of Inhe- moigne. ritage, the Judges resolved that he should hold of his Donor, as his Donor held over. As if the Tenant had made a Feoffment in Fee at the Com- mon-Law, the Feoffee should have holden of the Feoffor as he held over, and before the Stat. of Before the W. 2. the Donee had holden of the Donor as of Statute of his Person; and now of him as of his Reversion; W. 2. the but if a Man make a Lease for Life or Years, and Donee had reserve nothing, he shall have Fealty only and no held of Do- Rent, though the Lessor hold over by Rent, &c. nor as of And this as Littleton saith is regularly true, If the his Person Donor maketh no special Reservation, for then tut now as the special Reservation excludes the Tenure of his Re- which the Law would create. As if Tenant by version. Knights Service had made a Gift in Tail reserving Special Re- Fealty and Rent, the Donee shall hold in Soccage servation by Fealty and Rent, and not by Knights Service. excludes But if a Man hold Land of the King in Grand the Tenure Serjeanty and maketh a Gift in Tail generally; in the Law this Case the Donee shall not hold of the Donor would cre- by Grand Serjeanty, because no Man can hold by ats.

Grand

The Tenendum in Deeds.

Grand Serjeanty, but of the King only, as hereafter shall be said, and therefore seeing Grand Serjeanty did include Knights Service, he should in that Case hold of the Donor by Knights Service.

*The Tenure
and how
Lord Mesne
and Te-
nant shall
hold.*

Lord Mesne and Tenant, the Tenant holdeth by four Pence and the Mesne by twelve Pence, the Tenant makes a Gift in Tail without reserving any thing, by reason whereof he holdeth by four Pence, in respect of the Tenure over. Afterwards the Reversion Escheats, now shall the Donee hold by twelve Pence, for the Mesnalty which was four Pence is Extinct, and the Law reserved the Tenure upon the Gift in Tail, in respect of the Mesnalty, and when the Mesnalty is Extinct, the former Rent between the Donor and Donee is Extinct also, and then by the same reason that the Donee shall take Advantage, if the Donor by Release or Confirmation had holden by Lesser Services, by the same reason he shall be prejudiced when he holdeth by greater Services. Co. 1 Inst. 32. b. 23. a.

*Before the
Statute
Quia
emptores
a Rent re-
served up-
on a Feoff-
ment in
Fee was a
Rent Ser-
vice.*

Before the Statute *Quia emptores terrarum* if a Man had made a Feoffment in Fee simple by Deed or without Deed, yielding to him and to his Heirs emptores a certain Rent, this was a Rent-Service, and for terrarum, this he might have distreined of Common Right. And if there were no Reservation of any Rent, nor of any Service, yet the Feoffee held of the Feoffor by the same Service as the Feoffor did hold over of his Lord next Paramount.

*Definition
of Tenure
by Grand
Serjeanty.*

At the Common Law if a Man had made a Feoffment in Fee by Parol he might upon that Feoffment have reserved a Rent to him and his Heirs, because it was a Rent Service and a Tenure thereby created. Co. 1 Inst. 143. a.

Tenure by Grand Serjeanty is where a Man holds his Lands or Tenements of our Sovereign Lord the King by such Services as he ought to do in his proper Person to the King, as to carry the Banner of the King or his Launce, or to lead his Army or to be his Marshal, or to carry his Sword before him at his Coronation, or to be his

his Sewer at his Coronation, or his Carver, or his Butler, or to be one of his Chamberlains of the Receipt of his Exchequer, or to do other like Services, &c. And the cause why this Service is called Grand Serjeanty is, for that it is a greater and more worthy Service, than the Service in the Tenure of Escuage; for he which holdeth by Escuage is not limited by his Tenure to do any more especial Service than any other which holdeth by Escuage ought to do, but he which holdeth by Grand Serjeanty ought to do some special Service to the King, which he that holds by Escuage ought not to do. *Vide Co. 1 Inst. 105. b. 106. a.*

Tenure by Petit Serjeanty is where a Man holds his Land of our Sovereign Lord the King, to yield to him yearly a Bow, or a Sword, or a Dagger, a Knife, a Lance, an Arrow, a pair of Gault-Spurs, or the like. The Dignity of the Person of the King giveth the Name of Petit Serjeanty, which in case of a Common Person should be called plain Soccage *ab effectu. Vide Co. 1 Inst. 108. a. b.*

A Man cannot hold by Grand Serjeanty or Petit Serjeanty but of the King, and of the King as of his Person, and not of any Honour or Man nor. And it is to be observed, that regularly a Tenure of the King as of his Person is a Tenure in *Capite* so called *κατ' ἑξοχὴν propter excellentiam*, but of the because the Head is the Principal part of the Body; and although he that holdeth of any Common Person as of his Person holdeth in *Capite*, yet in Common Understanding it is only applied to the King, and that Seigniorship of a Common Person is called a Tenure in Gross, that is, by it self, and not linked, or tied to any Mannor, &c. *Vide plur, Co. 1 Inst. 108. a.*

Petit Serjeanty defined.

A Man cannot hold by Grand or Petit Serjeanty, but of the King as of his Person. Such Tenure of a Common Person was called Tenure in Gross.

Tenure in Burgage is where an Ancient Burrough is, of which the King is Lord, and they that have Tenements within the Burrough hold of the King their Tenements, and every Tenant for his Tenement ought to pay to the King a certain Rent

Definition of Tenure in Burgage.

The Tenendum in Deeds.

Rent by Year, &c. and such Tenure is but Tenure in Socage. A Burgh is an Ancient Town holden of the King or any other Lord which sendeth Burgeses to Parliament, and every City is a Burgh, but every Burgh is not a City, and the Termination of the Word *Burgagium* signifieth the Service whereby the Burgh is holden. *Vide plus Co. 1 Inst. 110. a.*

Tenure in Villenage defined.

Tenure in Villenage was when a Villain held of his Lord, to whom he is a Villain, certain Lands or Tenements according to the Custom of the Mannor or otherwise at the Will of the Lord, and to do to his Lord Villain Service, as to carry and recarry the Dung of his Lord out of the City or out of his Lords Mannor unto the Land of his Lord to spread the same upon the Land, &c. The Lord might make Manumission and Enfranchisement to his Villain. Manumission was when the Lord made a Deed to his Villain to Enfranchise him by the word *Manumitters*, which was the same as to put him out of the Hands and Power of another. There were many other ways whereby the Lord might make Manumission and Enfranchisement to his Villain of which those that desire it may read more at large in *Co. 1 Inst. cap. Of Villenage*, and other Authors. But the whole being now Manumitted or in a manner *Obsolete*, it is not for our present purpose to enlarge further thereon. Therefore we shall proceed to the remaining Tenure which is said to be the nearest to it, which is,

Tenant by Copy of Court-Roll defined.

Tenant by Copy of Court-Roll. As if a Man be seised of a Mannor within which Mannor there is a Custom which hath been used time out of Mind of Man, that certain Tenants within the same Mannor have used to have Lands and Tenements to hold to them and their Heirs in Fee-simple, or Fee tail, or for Term of Life, &c. at the Will of the Lord according to the Custom of the Mannor. And for as much as the Title or Estate of the Copyholder is entred into the Roll whereof the Steward delivereth him a Copy thereof

thereof, he is called Copyholder, and *Bracton* calleth Copyholders *Villanos*, *Sockmannos*, not because they were bound, but because they held by Base Tenure by doing of Villains Services. Co. 1 Inst. 58. a.

Tenure to be *Vantrarius Regis donec usus fuerit* Vantra-
Pari solutarum Pretij. 4d. Vide Co. 1 Inst. 61. B. rius Re-

Tenure to be a Hangman the worst of Tenures, *gis what.*
and is to hold Lands to be *Uxor sceleratorum con-* Tenure to
demnatorum ut alios suspendio, alios membrorum de- be Hang-
truncatione vel aliis modis juxta quantitatem perpetrati man.
sceleris puniat. It seems in ancient Times such Of-
ficers were not Voluntaries. Co. 1 Inst. 86. A.

The Tenures and Services whereby Lands and *Tenures*
Tenements are held, *Littleton* divided into twelve *and Servi-*
Parts, viz. Homage, Fealty, Escuage, Knights *ces divided*
Service, Soccage, Frankalmoigne, Homage Aun- *into 12*
cestrel, Grand Serjeanty, Petit Serjeanty, Te- *parts.*
nure in Burgage, in Villenage, and into Rents,
wherein his method is most Excellent, for he be-
ginneth with,

1. Homage, because it is the most humble Ser- *Homage.*
vice of Reverence, expressing the Duty of the Te-
nant to his Lord, and the affectionate Love and
Protection of the Lord towards his Tenant, as
hereafter shall appear.

2. Fealty, a sacred Service expressing by Oath *Fealty.*
his Fidelity to his Lord.

3. Escuage, which is *servitium scuti*, the Service *Escuage.*
of the Shield.

4. Knights Service for the Defence of the Realm *Knights*
against outward Hostility and Invasions, which the *Service.*
better might be effected, if such Duty, Fidelity
and Love were between Lords and Tenants, as
ought to be, and as the Law expecteth.

5. Soccage, the Service of the Plough, aptly *Soccage.*
placed next Knights Service, for that the Plough-
man maketh the best Souldier.

6. Frankalmoigne, Service due to Almighty *Frankal-*
God placed in the middle, for that it is the most *moigne.*
honourable Place, and because the first five pre-
ceding Tenures and Services, and the other six
sub-

subsequent must all become prosperous and useful, by reason of God's true Religion and Service, for *nunquam prospere succedunt res humane, ubi negliguntur Divina.*

Homage
Auncestrel.

7. Homage Auncestrel, Ancient Families, enjoying with their Blood the ancient Inheritance of their Forefathers as a great Blessing of the Almighty.

Serjeanty
Grand
and Petit.

8 and 9. Serjeanty Grand and Petit due to the King only to whom the highest and most eminent Honour, Ligeance and Reverence of all kind is due, which hath two notable Effects. 1. *Imperij Majestas est tutela salus* according to the old Rule. 2. It is an assured means of long continuance of Houses and Families in prosperous Estate.

Tenure in
Burgage.

10. Tenure of Burgage of ancient Burghs and Cities, &c. which are to be supported for the Honour of the King, and for the Maintenance of Trade and Traffick, the Life of all Commonwealths especially of Islands.

Villanage.

11. Villanage, for the performance of Service, yet necessary Service for the cleansing of Cities, Burroughs, Mannors, &c. and for the better manuring of Arable Grounds and Increase of Husbandry.

Tenure by
Rents cal-
led Vivi
redditus.

12. Tenure by Rents called *Vivi redditus*, because the Lords and Owners thereof do live by them, which they shall enjoy the better if Trade and Traffick be maintained, and our Native Commodities which are rich and necessary, holden up and saleable at a reasonable Value. *Vide Co. 1 Inst. 64. b.*

By Stat.
Quia
emptores
terrarum
Feoffesshall
hold of the
Chief Lord
as Feoffor
held before.

By Stat. *Quia emptores terrarum* 18 E. 1. In all Feoffments to one and his Heirs, the Feoffee shall hold his Land of the Chief Lord of the Fee by the same Services that the Feoffor held before. If Feoffesshall the Feoffment be made of parcel he shall hold of the Chief Lord *pro particula*; according to the quantity of the Land, and the Feoffor shall be set free for that part. Howbeit by such Sales or Purchases of Lands, or any parcels thereof such Lands shall not come into Mortmain contrary to the

the Statute thereof lately made, neither shall this Act be understood of any other than Lands in Fee-simple.

By Stat. 1 E. 3. Stat. 2. 11. From henceforth Lands holden of the King in Chief and Aliened without License shall not be forfeited, but a reasonable Fine shall be taken (of such Lands so Aliened) in Chancery by due Process.

By Stat. 1 E. 3. Stat. 2. 13. Lands holden of the King as of some Honour shall not be taken into the King's Hands, as if they were holden of the King in Chief as of his Crown.

By Stat. 34 E. 3. 15. All Alienations which the Tenants of H. 3. and of other Kings before his time did make are confirmed.

By Stat. 7 E. 4. 5. Lands holden of a Common Person by Fealty, Rent or other Services, coming to the King's Hands by Attainder of Treason, and being afterwards granted by the King to another shall be holden as if such Attainder had not been.

But now by Stat. 12 Car. 2. cap. 24. All Te- By Stat. 12 nures by Knight Service in *Capite* and *Soccage* in Car. 2. all *Capite*, and the Fruits and consequents thereof *Tenures* shall be taken away, and all Tenures turned into *now turn-* Free and Common *Soccage*, and all Conveyances *ed to free* and Devises since the 24th of Feb 1645. shall be of *and com-* such Effect as if the Lands and Hereditaments had *mon Soc-* then been holden in Free-Soccage only, and all *cage.* Tenures to be created by the King shall be in Free-Soccage only, and not in *Capite*.

Saving Rents certain, Heriots or Suits of Court *Saving* and Services incident to Common Soccage, and *Rents cer-* such relief in respect of such Rents as is paid in *tain Heri-* case of a Death of a Tenant in Common Soccage *ots, or Suits* and Fines for Alienations due by particular Cu- *of or Court* stomes, other than of Lands holden immediately *Fines for* of the King in *Capite* and saving Tenures in Frank- *Alienation,* almoigne, which also shall not be Subject to o- *due by par-* ther Services than now they are, nor Tenures by *ticular Cu-* Copy altered, nor the Services of Grand Serjean- *stom, &c.* ty (other than Wardship, Marriage, Escuage, *Voy-*

Voyages Royal, and other Charges incident to Knight Service and *aid pur fair fixz chevalier & fili marrier*) taken away.

A Father A Father under Age or of full Age of a Child *may dispose* under one and twenty, and not married at the *of the* time of his Death, whether then born or in *ventre Guardian- sa mere*, may by Deed in his life-time or by Will *ship of his* in the Presence of two Witnesses dispose the Cu- *son, &c.* stody of such Child during Nonage, to any in Possession or Remainder, other than Popish Recusants; which Persons may maintain an Action of Ravishment of Ward or Trespas against wrongful takers away or detainers of such Child, and recover Damage for the Child's Use, and may take into their Custody for the Use of such Child the Profits of his Lands and Hereditaments and Custody of his personal Estate according to such Disposition, and bring Actions in relation thereto as a Guardian in Common Soccage might do.

This Act This Act shall not prejudice the Custom of *shall not* London, nor of any other City or Town Corpo- *prejudice* rate, or of the Town of Berwick concerning Or- *the Custom* phans, nor discharge any Apprentice from his *of London* Apprenticeship, nor infringe any Title of Ho- *or Town* nour Feodal or other, by which any have or may *Corporate.* have right to sit in the Lords House of Parli-
ment, as to their Title and sitting in Parliament, and Priviledge belonging to them as Peers. Confirmed 13 *ar. 2. cap. 7.*

By the Statute of *Quia emptores terrarum* Tenant for Life and Tenant in Tail were not wholly excluded by force of these Words (*in feodo simplici*) out of this Statute, for where the whole Fee-simple passeth out of the Feoffor, there this Act extendeth to Estates for Life and in Tail; as if an Estate for Life, or in Tail be made of Land the remainder in Fee, there the Tenant for Life or in Tail shall hold *de capitali domino* by force of this Act, but otherwise it is when a Reversion remaineth in the Donor or Lessor. For if a Man at this Day make a Gift in Tail *tenend' de capi-*
salibus

A Gift in
Tail, &c.

talibus dominis feodi, &c. these Words are void, and he shall hold of the Donor.

Tenure by *Casse-gard*, and what manner of Tenure it is, and when it may be changed for Money or other matter, and where it shall be in suspension. Co. 4 R. 87. 88. *Lutterell's Case*.

Where Savings in Acts of Parliament repugnant to the Body of the Act are void, And that the King cannot hold of any Person. *Vide Co. 1 Rep. Parliament re-*
47 *Alton Wood's Case.*

He who denieth Seisin after the Limitation ought first to acknowledge the Tenure, to the end the Lord may have his Writ of Customs and Services. *Vide plus Co. 9 Rep. 33. 35. Bucknall's Case.*

When the King granteth or releaseth the Services to his Tenant and his Heirs the same cannot extinguish the Tenure in all, for the necessity of Tenure; for of necessity all Land ought to be holden of some Person, and the King cannot by his Charter alter the Law, but it shall be expounded so near the King's intent as may be, and that is, to extinguish all the Services, but that only which is an inseparable incident to every Tenure, which is Fealty: For that the King may do by the Law, *but Fealty.*
Et id Rex potest quod de jure potest. Co. 9 Rep. 123. Lowe's Case.

Where Tenures are several notwithstanding a Joint-demise. Co. 4 Rep. 27. Copyhold Cases.

Where Land shall be holden of the Mesne immediately and of the King by Mesne as it was before the Attainder. Co. 6 Rep. 6. *Sir John Molyn's Case.*

Tenure for suit to a Mill. *Vide Co. 4 Rep. 86. 88. Lutterell's Case.*

Tenure by covering the Lord's Hall. See Co. 4 Rep. 86. *Lutterell's Case*, and Co. 6 Rep. 2. *Brucerton's Case.*

Where one and the same Land may be held by several Tenures. Co. 3 Rep. 34. *Butler and Baker's Case.*

In a Writ of Mesne the Plaintiff ought to surmise the Tenure between the Lord Paramount and

G the

The Tenendum in Deeds.

the Mesne, as well as between the Mesne and the Tenant. *Co. 4 Rep. 93. Slade's Case.*

The Hospitallers by the general Words of the *Act. 7 Edw. 2.* held not in Frankalmoigne (which Tenure as *Littleton* saith is annexed to the Blood of the Donor in privity) because the privity of the Tenure on the part of the Tenant doth not continue, and therefore this Tenure being personal and inseparable by such general Words shall not be transferred to the Hospitallers. *Co. 7 Rep. 13. Englefield's Case.*

If a Bishop or other Man of the Church held Land of the King in Frankalmoigne, and at the Common-law had Enfeoffed another and his Heirs of the same Land, in this Case the Feoffee shall hold by Fealty only, for that is as near the Freedom of Frankalmoigne as may be: And here the Law doth not create any Tenure originally, but changeth one Tenure into another. *Vide Co. 9 Rep. 123. Anthony Lowe's Case.*

The Tenant *paravaile* is so called, because the Law doth presume he hath Benefit and Avail over and above the Services which he doth. Therefore it is against Reason, that when the Heir cometh to the Tenancy *paravaile* by Discent, he should not pay the Rent reserved upon Creation of the Tenancy, and that is the reason he may be distreined for the Rent, &c. behind. *Co. 9 Rep. 85. Coney's Case.*

In an Action of Covenant the Issue was, that *Brent* was not Under-Tenant to *Eltonhead*. The Jury found that *Brent* held the other Pits in which he had dug Gravel, &c. by Lease from one *J. S.* who held them of *Hunt*, who held them of *Eltonhead*, and it was objected, first, That *Brent* was not Under-tenant of *Eltonhead*; for *Brent* had not all the Lands granted by *Elthonhead* to *Hunt*, nor might *Eltonhead* maintain Debt against him for want of privity; but it was adjudged, that he was Under-tenant mediately to *Eltonhead*; for he claims under him, although not immediately. Second Objection that, that the Covenant extended

ded only to the *Pitts* Demised, not to the other *Pitts*. But *per curiam*, It ought to be intended of the other *Pitts* in the Close, and not of the *Pitts* Demised to the Plaintiff; for in them *Elstonhead* had nothing to do before the Term, and *per Cur'* Judgment was given for the Plaintiff. *Levinz 1 part 144. Burman versus Aston.*

Rent granted out of *Gavilkind* Lands, is of the nature of the Land dividable amongst all the Issue-male. *Levinz 2 part 87. Randol versus Writtle.*

In Ejectment, upon *Now Cul.* and Special Verdict, The Case was, a Man seised of Land in Burrough *English*, Demised it to *A.* and his Heirs for the life of *B.* *A.* died leaving two Sons, *A.* the Eldest, and *D.* the Youngest. and if the Lands shall go to *A.* as Heir by the Common-law, or to *D.* as Heir by the Custom was the Question, And it was argued by Serjeant *Maynard* and *Saunders*, that it should go to the Eldest Son, for it is not a Descent as Heir, but a special Limitation to prevent an Occupancy, and he took it as Special occupant and purchaser, and for that he ought to be Heir at Common-law. But it was argued by *Heneage Finch* Junior, that he took it in this Case as Heir, and so *10 Co. Rep.* in *Semain's* Case is such Estate taken as a descendible Free-hold, and then it ought to descend to him who is Heir by the Custom which runneth with the Land, and guideth the Descent to the younger Son, and of this Opinion was the Court, and gave Judgment accordingly. *Levinz 2 part 138. Baxter versus Dowdswell.*

Tenants in Common may be of an Advowson, of a Seat in a Church. How Composition to prevent is to be made by Tenants in Common of an Advowson, and where the Husband shall be Tenant by the Curtesie of an Advowson. See *Watson's* Clergyman's Law.

And thus having said more concerning *Tenements* in Deeds than I should have done, had I not found it necessary to speak somewhat of *Tenures* in general under that Head, for better Explanation

tion of the same, I shall proceed to the fourth formal Part of a Deed, which is

The Reddendum in Deeds.

Redden-
dum de-
fined.

Reddendum is used many times Substantively, for the Clause of a Lease, &c. whereby the Rent is reserved to the Lessor; and Rent in *Latine Redditus*, by some *Dicitur a redundo, quia retroit, & quotannis redit*; but others say it is derived of *reddere*, for that the Rent is reserved out of the Profits of the Land, and is not due till the Tenant or Lessee take the Profits, for *reddendo inde* or *solvendo*, or *reservando inde* or the like, is as much as to say, the Tenant or Lessee shall pay so much out of the Profits of the Lands; for *Reddere nihil aliud est quam quasi acceptum aut aliquam partem ejusdem restituere; seu reddere est quasi retro dare*, and hereof cometh *Redditus* for a Rent. Co. 1 Inst. 142.

Rendant cometh of the Word *Reddo i. rem pre re dare* and signifieth yielding or paying.

Refer-
vant de-
fined.

Reservant cometh of the *Latine Word Reservus*, that is, to provide for Store. As when a Man departeth with his Land, he reserveth or provideth for himself a Rent or somewhat for his own livelihood. Sometimes it hath the Force of saving or excepting, so as sometimes it serveth to reserve a new thing, viz. A Rent, and sometimes to except part of the thing in *esse* that is granted. Co. 1 Inst. 142. b. 143. a.

Redden-
dum or
Reservati-
on not part
of the thing
granted,
&c.

The Reddendum or Reservation is a Clause in a Deed whereby the Donor, Feoffor or Lessor doth reserve something to himself by the Words Yielding, Paying, Reserving, Doing, &c. and must be of another thing than what is granted, as of a Rent or Profit issuing out of the thing granted, and not any part of the thing it self; nor can it be reserved out of any other thing, than the thing granted or some part thereof. And this Reservation must be out of Lands, Houses, or other corporeal thing, and not out of Fairs, Tythes or such like,

like, nor can one Rent be reserved out of another. And this Reservation must be to him that maketh the Deed, or if there be more than one, it must be to one of the Grantors, for it cannot be to one who is a Stranger to the Deed. But an Estate in Fee for Life or Years may be good without any Reservation of Rent except it be in Case of Leases made by Tenants in Tail of their Intailed Lands, Clergymen of their Church-Lands, &c. And these Reddendums or Reservations are usually made in the Words and manner following.

Several
Forms of
Redden-
dum.

Yielding and Paying yearly and every Year for ever hereafter (if it be a Fee-simple) during the said Estate. (If it be an Estate in Tail) during the Estate or Term hereby granted (if it be a Lease for life or Years) unto the said A. B. his Heirs and Assigns (if he the said A. B. have the Fee-simple) or if he have but a Lease for Years then thus) unto him the said A. B. his Executors, Administrators and Assigns, the yearly Rent or Sum of fifty Pounds of lawful Money of England on the two most usual Feast Days for Payment in the Year, that is to say, The Annunciation of the Blessed Virgin Mary, and St. Michael the Arch-angle yearly and in every Year for ever hereafter (if a Fee-simple be granted) or during the Estate or Term hereby granted (if it be a Lesser Estate) by even and equal Portions. The first Payment thereof to begin and to be made on the Feast Day of the Annunciation of the Blessed Virgin Mary, or [St. Michael the Archangel] next ensuing the Date hereof (As the Case or time of the Date shall require.)

And of Re-
servations.

And if it be so agreed the Reservation may be thus Yielding and Paying for the first Year of the said Term the Sum of twenty Pounds, &c. and for and during all the rest and residue of the said Term the yearly Rent or Sum of fifty Pounds at the Days, Time, and in manner as in the Reservation above is mentioned and expressed and according to Agreement.

If a Heriot be to be paid then thus.

The Reddendum in Deeds.

And also Yielding and Paying to the said *A. B.* &c. at or upon the Death or Decease of every the said Lessees or Persons whose Lives are named Dying Tenants in Possession of the Premises, his her or their best Beast or other Goods, or the Sum of ten Pounds of lawful Money of *England* in lieu or place thereof at the Election of the said *A. B.* his Heirs or Assigns for and in the name of an Heriot.

Other Forms of *Reddendums* or *Reservations* you may see hereafter among the Presidents in this Book which you may make choice of as occasion shall require,

*Reservati-
ought not
to be of the
Profits
themselves.*

A Man upon his Grant cannot reserve to him parcel of the Annual Profits themselves, as to reserve the Vesture or Herbage of the Land. or the like, but it may be as well by delivery of Capons, Spurs, Horses, Pepper, Wheat or other Profit that lieth in Render, Office, Attendance and the like, as in Payment of Money. *Non debet enim esse reservatio de proficuis ipsis, quia ea conceduntur, sed de Reddito novo extra proficua.*

Rents are of divers kinds, as Rent-service, Rent-charge and Rent-seck.

*Rent-ser-
vice, and
what good
what void.*

Rent-service is where the Tenant in Fee-simple holds his Land of his Lord by Fealty and certain Rent; and then if the Rent be behind the Lord may Distrain, but shall not have an Action of Debt for it. Also if I give Land in Tail to a Man paying to me certain Rent; That is Rent-service. But in such Case it behoves that the Reversion be in the Donor. For if a Man make a Feoffment in Fee or a Gift in Tail, the Remainder over in Fee without Deed reserving to him a Rent, such Reservation is void. And that is by the Statute *Quia emptores terrarum*, And then he shall hold of the Lord of whom his Donor held. But now if a Man by Deed make such Grants, and by the same Indenture reserve to him Rent, and that if the Rent be behind he may Distrain, that is Rent-charge. But if there be no such Clause in the Deed, then it is Rent-seck, for which he shall

shall never Distrain, but if he were once seised he shall have an Assize, and if he were not seised he is without Remedy.

Rent-charge, is where one Granteth Rent out of Land with Clause of Distress, and if the Rent be behind the Grantee may chuse to Distrain or have a Writ of Annuity, and then the Land is Discharged. And if he Distrain and Avow the taking in Court of Record, then the Land is charged, and the Person of the Grantor discharged. *Rent-charge defined.*

Rent-seck, is where a Man holds of me by Homage, Fealty or other Services, Yielding to me a certain yearly Rent, which Rent I Grant to another, reserving to me the other. *Rent-seck. Term del Ley.*

To the kinds of Rents before-mentioned may be added, 1. *Redditus Assisus*, or *Redditus Assise*, vulgarly Rents of Assize, which are the certain Rents of the Free-holder and ancient Copy-holders, because they be Assised and certain, and doth distinguish the same from *Redditus mobiles*, Farm-Rents, for Life, Years or at Will, which are variable and uncertain. 2. *Redditus Albi*, White-Rents or Blanch Farms or Rents vulgarly and commonly called Quit-Rents. They were called White-Rents to distinguish them (because they were paid in Silver) from Work-days, Rent *cummin*, Rent *corn*. And again, these are called, 3. *Redditus nigri* Black-incule, that is Black-Rents to distinguish them from White-Rents. 4. *Redditus resoluti*, be Rents issuing out of the Mannors, &c. to other Lands, &c. *Feodi firma*, Fee-Farm, for this kind of Rent, see *Gloc. Cap. 8. Co. 2 Inst. 19.* *Rents of assise*

Cases concerning Reddendums.

If Grantee purchase part, &c. **I**F Grantee of a Rent-charge purchase any part of the Land, the White-Rent is extinct, but a Rent-service in such Case shall be apportioned. *Terms del ley. Vide Co. 2 Inst. 504.*

Where Rent shall be apportioned. But if the Son have a Rent-charge and the Father purchase part of the Land which afterwards descends to the Son, there the Rent shall be apportioned.

In case of a Rent-service, if the Lease be determined and the Rent behind I cannot Distrain, but may have an Action of Debt for it.

Fealty incident to Rent-service. Fealty of Common Right belongs to Rent-service, but not to Rent-charge or Rent-seck. Where it is proper to have Distress, Assize, Rescous, or Cessavit. *Vide Terms de Ley.*

If a Man take not or Get Seisin of Rent-seck as a Penny or two Pence, he is without remedy for it.

Rent-service may be of Inheritance manurable. A Rent-service cannot be reserved out of any Inheritance, but such as is Manurable, as Lands and Tenements, Reversions, Remainders, and as some say out of Herbage of Lands or the like, where the Lord may enter and take a Distress, but cannot regularly out of any Inheritance incorporeal, or that lie in Grant, as Fairs, Markets, &c. And by Act of Law one Rent-service may issue out of another; for Rent or Service the Lord cannot Distrain in the Night, but they may for Damage *seazant.* *Co. 1 Inst. 142.*

The Remedy for Recovery of Rent-charge or Rent-seck, and where it may be by Writ of Right although they be against Common Right. *Co. 1 Inst. 159, 160, 147.*

If a Man seised of Land on part of the Mother make a Feoffment in Fee, reserving Rent to him and his Heirs, This Rent by Common Law shall go to the Heirs on part of the Father. But if the Feoffment be to the use of him and his Heirs, This

This Use shall not go to the Heir at Common-law, but the Heirs on part of the Mother. *Co. 1 Rep. 100. Shelley's Case, 127. Chudleigh's Case. 155. Chedington's Case.*

Upon Bargain and Sale by Deed, the Reservation of Rent good. *Co. 3 Rep. 53. 54. Sir Hugh Cholmley's Case.*

Acceptance of Rent at any Day after, shall barr the Lessor of his Re-entry, but if he accept this Rent of an Assignee not knowing of the Assignment it is otherwise. *Vide plus, Co. 3 Rep. 65. Pen-nant's Case.*

If Tenant in Tail reserve the whole Rent, it needeth not to have all Qualities incident to an Annual Rent. *Co. 5 Rep. 4. Lord Mountjoy's Case.*

Resolved that upon one Indenture of Lease several Rents may be reserved; For the Reservation Rents re- being not of the Substance of the Lease The Lease served in may consist without any Reservation. And where one Indem- the Reservations are several, Surrender of part ture. shall not extinct the whole Rent. *Co. 5 Rep. 55. Knight's Case, and 56.*

If a Man grant Lands in Tail, and reserve a Rent to his Heirs, it is void; for the Heir cannot take any thing in Life of the Ancestor, neither can the Heir take any thing by Reservation when the Ancestor himself is seclused. *Cokes 1 1st. 99.*

If a Rent be reserved to one or divers Parceners upon Partition, &c. such Rent is not Rent-ser- vice, but a Rent-charge of Common Right re- served for Equality of Partition. *Co. 1 Inst. 170.*

Words in a Condition shall be taken out of their proper Sense. As Annual Rent reserved to a Stranger shall be taken for an Annual Sum en *Annual Rent re- served to a Stranger in a Sum en* *grossse*, otherwise it should be void, and so taken the Condition is good. *Co. 1 Inst. 213. a.*

Rent reserved to a Man or his Heirs, It is good to him for Life, but void as to his Heirs. En- try or Re-entry cannot be reserved to a Stranger. *Co. 1 Inst. 214. Co. 5 Rep. 112. Mallorie's Case.*

The Reddendum in Deeds.

A Lease is made in *February*, reserving Rent payable at *Michaelmas* and *Annunciation* yearly, the Law shall make Transposition of the Feasts, so that it shall be *Annunciation* of our Lady and *Michaelmas*, that the Rent may be paid yearly during the Term. *Co. 1 Inst. 217. b.*

*Fee-farm,
what it is.*

Fee-farm properly taken is where the Lord upon Creation of the Tenancy reserves to himself and his Heirs, either the Rent for which it was before Letten, or at least a fourth part of that Rent, and it is called a Fee-farm, because a Farm-Rent is reserved in Fee, and regularly such Lands are holden in Soccage, *Co. 2 Inst. 44.*

If Tenant for Life make a Lease for Years, reserving Rent, and afterwards Surrender to him in Reversion, not being in by force of his Ancient Reversion he shall not have the Rent. *Co. 11 Rep. 96. Shelley's Case.*

*Where the
Heirs shall
have Rent
and not the
Executors.*

In case of a Disjunctive Reservation if the Lessor die betwixt the two Days, the Heir shall have the Rent and not the Executors. And where the Lessee shall have twelve Days after the twelve Days, See *Cokes 10 Rep. 127. 129. William Clun's Case.*

*Bargainee
shall take
no Advantage
of a
Demand
without
notice.*

Without notice of the Feoffment to the Lessee, the Feoffee shall not demand the Rent reserved upon the Lease, for Entry for Condition broken. So upon Sale of a Reversion by Deed Indented and Inrolled (although there needeth no Attornment. The Bargainee shall never take Advantage of a Condition upon a Demand of Rent without giving notice unto Lessee of the Bargain and Sale. *Co. 5 Rep. 113. Mallorie's Case.*

*What tender
of Money
is good.*

If Obligor or Mortgagor, &c. make a tender in the Place, &c. to the Mortgagee, &c. and he refuseth, the Penalty is for ever saved, and he need not make a new Tender at the last instant of the Day, or convenient time before Sun-set. *Co. 5 Rep. 114. Wade's Case.*

*Reservation
of Rent
good.*

The Lessor cannot reserve to any but himself, and if a Reservation be to him, or to him and his Assigns, or to him and his Executors these Reservations

servations are good but during Life; but if he reserve Rent generally without shewing to whom, it shall go to his Heirs. And if it be by him, his Heirs and Assigns, so as it be to the Inheritance, then all the Assignees of the Reversion shall enjoy the same. *Co. 1 Inst. 47. a.*

How Reservations shall Enure where there is Lord Mesne and Tenant, See *Co. 1 Inst. 23. a.*

A Man cannot Grant Lands in Tail, and reserve a Rent to his Heirs and exclude the Grantor himself. *Co. 1 Inst. 99. b.*

A Rent-service may be reserved without Deed, *Lessee at* and the Lessormay Distrain; but Lessee at Will shall *Will shall* not do Fealty, but Lessee for life or years shall *not do Fealty.* *Co. 1 Inst. 142. a. b.*

Reservant is from *Reservo*, that is, to provide *Reservati-* for Store, and a Reservation is good in a Feoffment *on in Fee by* in Fee by Deed-poll. But it must not be to a *Deed-poll* Stranger; but some hold it otherwise in Case of *good, but* the King. Upon a Reservation in a Feoffment in *not to a* Fee by Deed indented, The Feoffor shall not have *Stranger.* a Writ of Annuity, because the Words of Reservation are the Words of the Feoffor. *Co. 1 Inst. 144. a.*

If a Lord Grant the Rent reserving the Fealty, this is a Rent-secck if the Tenant Attorn. *Co. 1 Inst. 150.*

If upon Partition a Rent is reserved it is not Rent-service, but a Rent-charge of Common Right had for equality of Partition. *Co. 1 Inst. 170. a.*

If a Reservation be to a Stranger upon Condition for Non-payment the Feoffor to Re-enter, *Condition* The Reservation is meerly void as to the Stranger *to a Stran-* ger, it not being a Rent, but a Sum in Gross, *ger good if* but the Condition is good as to the Feoffor, but *made Party* if the Stranger had been made Party to Deed, then the Reservation to him and Feoffor had been good. *Co. 1 Inst. 213.*

A Rent reserved upon a Feoffment in Fee to him or his Heirs is void as to the Heirs. *Co. 1 Inst. ved, &c.* 214.

The Reddendum in Deeds.

*The King
may re-
serve the
Rent of a
Fair, &c.*

A Rent reserved doth not Issue out of Rents of Assize, Heriots, Leets, &c. but out of Things Manurable to which the Lessor may resort to Distrain. But the King may reserve a Rent of a Fair, or other Things not Manurable, because he may Distrain for the same out of all the other Lands of the Grantee. And where the Ancient Rent is reserved, The Law doth not regard Form of Words, but the Substance and Effect of the Matter. *Co. 5 Rep. 4. Lord Mountjoy's Case.*

In one Indenture of Lease several Rents by apt Words may be reserved, for the Reservation is not of the Substance of the Lease; but upon Consideration of the whole, several Rents are sometimes one entire Rent. *Cokes 5 Rep. 55. Knight's Case.*

The Law shall construe the Reservation of a Rent to one and his Successors, and to one or his Successors to be all one, and shall make Transposition of the Feasts of Payment. *Co. 5 Rep. 112. Mallorie's Case.*

A Rent of Free-hold cannot be reserved out of a Term for Years, nor out of Things not Manurable. *Co. 7 Rep. 23. Butt's Case.*

*A Rent
may be
transferred.*

When a Rent is reserved well, it may be transferred to every one to whom any Use is or shall be limited, but the clearest way is to reserve the Rent during the Term and leave it to the Law to distribute without making a Reservation to any Person. *Co. 8 Rep. 70, 71. Greenley's Case.*

*Upon Leases
by Bishops,
&c.*

*Ancient
Rent must
be reserved*

Upon Leases by Bishops the Ancient Rents must be reserved, and such Limitations strictly observed as by the Statutes are prescribed. And a Grant of the next Avoidance by the Bishop to another of a Benefice although it be confirmed by the Dean Chapter is restrained by Stat. *Eliz. 1.* to bind his Successors, because it is such an Hereditament upon which a Rent may be reserved. *Co. 10 Rep. 59, 60. Bishop of Salisbury's Case.*

Every Reservation shall be taken strictly against the Lessor and Beneficially for the Lessee. And if two Tenants in Common join in a Grant of an

Ox

Ox or a Hawk, the Grantee shall have two Oxen, but if they make a Gift in Tail, or a Lease for years or life, rendring an Ox, &c. to them and their Heirs, They nor their Heirs shall have but one Ox, &c. and so if a Man make a Gift in Tail of two Acres, one at Common-law and the other in *Burrough English*, rendring an Ox to him and his Heirs, and the Donee having two Sons dieth, and the Eldest Inherit one Acre, and the Youngest the other. In this Case the Donor shall have but one Ox, because the Reservation shall be taken strictly against him and his Heirs.

The Place of the Reservation is to come after *The place* the Limitation of all the Estates. And the *Red-* for the *Re-*
rendo inde shall extend to all the Estates before. *Reservation.*
But such Construction shall be made in Case of Reservation of Rent, That the Lessor shall not lose his Rent at any Day. And Reservations shall be expounded according to the reasonable Intendment of the Parties to be Collected by the Words of the Deed. And where Reservations shall be multiplied by Act in Law, and where not See *Cokes* 10 Rep. 107, 108. *Humphrey Lofield's Case.* See *John Talbot's Case.*

Where Rent or other Reservations shall be in Common, and by several Titles, &c. Co. 1 Inst. 297. b.

If Tenant for Life make a Lease for Years re- *After Sur-*
serving Rent, and after Surrender to him in the *render Te-*
Reversion, he cannot have the Rent newly re- *nant for*
served, not being in by Force of his Ancient Re- *Years can-*
version. 1 Co. Rep. 96. *Shelley's Case.* *not have a*

The Case was, *William Haws* was seised in Fee *Rent new-*
of a Messuage, and fifty five Acres of Land, five *ly reserved.*
Acres of Meadow, and six Acres of Pasture in *Fromanton* in *Com' Hereford.* And 27 June 28 H. 8. by Indenture Demised the Tenement aforesaid to N. F. for seventy nine Years. *Reddendo inde annuatim prefato G. H. & Assignatis suis* 26 s. 8 d at the Feasts of the Annunciation and St. Michael, by even and equal Portions. And after the Lessor died, and the Reversion descended to *William* his Son

Where
Rent shall
go to the
Heir.

Son, under whom the Defendant claimed. And the sole Point in this Case was; If the Rent reserved in this Case shall go to the Heir, or shall be determined by the Death of the Lessor; for if the Lessor had reserved the Rent to him without more, this shall determine by the Death of the Lessor; and the Addition of these Words (and his Assigns) shall not enlarge the Reservation; for if the Lessor had assigned the Reversion over, yet the Rent shall determine by his Death, for the Assigns cannot have the Rent longer than the Lessor himself should have it. And the Lessor himself hath it but for Term of his own life. *Vide* 18 E. 3. Tit. Ass. 86. 10 Edw. 4. 18. 27 H. 8. 19. per. Audley; & vide Hill. 33 Eliz. Rot. 1341. In this Court in a Replevin inter Richmond and Butcher where the Case was, that Butcher Avowed for a Rent as Heir to his Father, upon a Demise made by his Father of certain Lands for one and twenty Years by these Words *Reddendo & solvendo proinde durante predicto termino 21 annorum prefato (Patri) Executoribus & Assignatis suis 10 l. legalis Monete Angliae, &c. ad festa, &c.* And it was adjudged, That by this Reservation the Heir should not have the Rent, for that the Reservation was made to the Father, his Executors and Assigns, and not to his Heirs, &c. Co. 12 Rep. 35, 36.

And where
to the Executors.

The Case between Collins and Harding was. A Man seised of Lands in Fee, and also of Lands by Copy of Court-Roll in Fee according to the Custom of the Mannor, made one entire Demise of the Lands in Fee, and of the Lands holden by Copy according to the Custom, to Harding for Years, rendring one entire Rent, and afterwards the Lessor surrendered the Copyhold-land to the Use of Collins and his Heirs, and at another time granted by Deed the Reversion of the Freehold-lands to Collins in Fee, and Harding Attorned, and afterwards for the Rent behind Collins brought an Action of Debt for the whole Rent. And it was objected. That the Reservation of the Rent was an entire Contract, and by the Act of the Lessor

fee the same cannot be apportioned, and therefore if one Demiseth three Acres, rendring 3 s. Rent; and afterwards Bargaineth and Selleth by Deed Indented and Inrolled the Reversion of one Acre, the whole Rent is gone, because that the Contract is intire, and cannot be severed by the Act of the Lessor. Also the Lessee by that shall be Subject to two Fealties where he was subject to but one before.

To these Points it was answered and resolved, That the Contract was not entire, but that the same by the Act of the Lessor and the Assent of the Lessee might be divided and severed; for the *Where Rent* Rent is incident to the Reversion, and the Reversion *shall be severable.* is severable, and by consequence the Rent also; for *accessarium sequitur naturam sui principalis*, and that cannot be severed or divided by the Assent of the Lessee or express Attornment, or implied by force of an Act of Parliament to which every one is a Party, as by force of the Statute of Inrollments or of Uses, &c. And as to the two Fealties, to that the Lessee shall be Subject, although that the Rent shall be Extinct; for Fealty is by necessity of Law incident to the Reversion, and to every part of it, but the Rent shall be divided *pro rata portionis*; and so it was adjudged. And it was also adjudged. That although Collins cometh to the Reversion by several Conveyances, and at several times, yet he might bring an Action of Debt for the whole Rent. *Hill. 43. Eliz. Rot. 243. West and Lassel's Case. Co. 13 Rep. 57. Collins and Harding's Case.*

The Plaintiff was Lessee of divers Lands, whereupon an Entire Rent was reserved; Afterwards the Inhabitants of the Town, where part of the Lands lay, claimed Right of Common in part of the Lands so let, and upon Trial of their Right are found to have Right of Common there. Now this being but a Right of Common recovered, is *Right of Common* no Eviiction of the Land in Law, because the Soil was not recovered, and so no Apportionment *recovered,* could be at Law, and therefore the Bill was to *is no Evi-* have the Rent apportioned in Equity. And Ser- *tion of the* jeant Land.

jeant *Maynard* insisted that such Apportionment had frequently been decreed here. But in this Case it appearing, that notwithstanding the Right of Common the Lands were worth the Rent reserved and better, the Court would not Decree it, but dismissed the Bill. *Cases in Chancery* 32.

Covenant
to pay is
accounted
a Rent.

Reservati-
on of the
Ancient
Rent where
void.

Where the Lessee Covenants to pay to his Lessor and his Heirs such an Annual Sum. This shall be accounted a Rent reserved. *Vide Cro. Car.* 150. *Drae* versus *Munday*.

Reservation in a Lease of the Ancient Rent, not mentioning what in certain, if it reserves or excepts any part anciently Demised, it makes it a void Reservation. *Cro. Car.* 68.

Where no
distress for
a Herriot,

Replevin. *Trevill* Leased to *Ingram* for ninety nine Years, if *Joan* his Wife *A.* and *J. Ingram* his Sons should so long live, rendring an Heriot or 40 s. to the Lessor and his Assigns, at the Election of the Lessor his Heirs and Assigns, after their several Deaths successive, as they are named in the Indenture. *Trevill* deviseth the Reversion, *John* dies, and then *Joan* dies, and the Question was whether or no a Herriot were due to the Devisee upon the Death of *Joan*. The Court agreed that the Avowry was faulty, because it does not appear thereby, whether *Ingram* was alive or not at the time of the Distress taken; for if he were Dead the Lease would be determined. *North:* Tho' *Anthony* were alive, the Devisee of *Trevill* could not Distrain for the Herriot, for that the Reservation is to him and his Assigns, and although the Election to have the Herriot or 40 s. be given to the Lessor, his Heirs or Assigns, yet that will not help the Fault in the Reservation. *Ellis.* There is another Fault in the Pleading; for it was pleaded, that *Trevill* made his Will in Writing, but it is not said, that he died so seized, for if the Estate of the Devisor were turned to a Right at the time of his Death the Will could not operate upon it. Judgment was given for the Plaintiff. *Mod. Rep.* 216, 217. *Ingram* versus *Torhill* and *Ren.*

Thomas

Thomas Spence possessed of a Lease for one hundred Years by Indenture, berwixt him and Joan his Wife of the one part, and Tisdale of the other part, (which was found to be Sealed and delivered only by Spence and not by his Wife) Assigns all their Lease to Tisdale, *Reddendo & solvendo* to him and Joan his Wife *durante termino prædicto*, to them and the Survivor of them if they shall live so long, 7 l. at Michaelmas, and the Annunciation, with a Proviso, That if the said Rent be behind at any of the said Feasts, and for forty Days after, and not paid to him or his Wife, or the Survivor of them. That then it shall be lawful to the said Spence and his Wife, and to the Survivor of them and to their Assigns, and to the Assigns of the Survivor of them, to re-enter and have again as in their former Estate. Tisdale enters, Spence dies, and Joan survives him, and at the Annunciation after, and for forty Days the Rent was behind and not paid, and the Wife the last Day demands it ; and one Walter the Administrator of Spence demands also the Rent which is not paid: Tisdale assigns his Estate to the Plaintiff, and Walter as Administrator of Spence enters for Non-payment, and lets it to the Defendant. And if, &c. The first Question was, whether this Reservation be good to the Wife who had not any Interest to pass, nor did seal the Deed. And if it be not good to the Wife, whether it be not good to the Husband and to his Executors, &c. as Assigns in Law during the time of the Wifes Life. And whether the Administrator for the Wifes Benefit shall not enter into the Land. And it was urged on part of the Defendant, that the Words being *Reddendo & solvendo* to the Husband and Wife *durante toto termino*, and to the Survivor of them, it being by Indenture, is good by way of Reservation to the Husband, and the Word *solvendo* shall be construed as by way of Grant to the Wife. And although she did not Seal, yet being named in the Deed, and the Party Grantee Sealing and Delivering it to the Husband and

H Wife,

Wife, it shall be construed by way of Grant to her, and she may take by the Deed being named therein, although she never Sealed any part thereof. *Richardson* Chief Justice, *Jones* and *Cook* agreed, That although the *Reddendo & solvendo durante termino*, if there had been no more said, had been a *Reservation* during the Term, yet when he doth not rest upon the Exposition of the Law, but it is rendring to him and his Wife, and the Survivor of them, if they live so long, that is an express *Reservation* that it shall not be during all the Term, but to him and his Wife, and the Survivor of them. And the *Reservation* to his Wife is void, because she is no Party in Interest or to the Deed; and to the Survivor of them is also void to give the Wife any Priviledge thereof: And therefore this Rent indures no longer than during the Life of the Husband. And they all held that here this Word *solvendo* cannot Inure by way of Grant to the Wife when it is by way of *Reservation* to the Husband. Judgment was given for the Plaintiff. *Cro. Car. 211. Bland versus Inman.*

Where sol-
vendo-
shall not In-
ure by way
of Grant.

Where a
Lease of
Tythes by a
Bishop is
good a-
gainst the
Successor,
and he shall
have the
Rent.

Note, That it being admitted that a Lease for Years of Tythes made by a Bishop rendring Rent, is good against the Successor, that doth admit that it is such a Rent as shall go along with the Reversion, and not as a Sum in Gross, by reason of the Contract only, for if so, it could not go to the Successor, for a Succeeding Bishop is not Privy to the Contracts of his Predecessor, but hath a Privy of Estate only, viz. the Reversion, as was argued by *Saunders*; to which the Court seemed to incline. *Hill. 22 & 23. Car. 2. Dean and Chapter of Windsor versus Gover.*

Where o-
therwise.

If a Bishop doth let a Portion of Tythes for lives reserving the Ancient Rent, and the Successor doth accept the Rent, this Acceptance of the Rent shall not bind the Successor, because the Lease was absolutely void by the Bishop's Death, &c. that made it without Entry or other Ceremony, the reason is, because Tythes let alone are Things that lie in *prender*, out of which a Rent cannot

cannot be reserved, recoverable by the Successors or next Incumbent when the Lease is for Lives. *Trin. 5 Jac. B. R. Rickman versus Garth. 2 Cro. 193.*

If a Bishop's Bayliff of his own Head, and without any Order from the Bishop doth receive Rent (the Lease being voidable) this shall not bind the Bishop, *Dorothy Owen and Price's Case, Trin. 3. Car. C. B. Hesley 24.* But if a Bishop doth Lease for life certain Lands parcel of the Mannor of H. reserving Rent (which Lease for some reason is voidable and shall not bind the Successor) and dies, and another Bishop is made, and the Bayliff *Where is* of the said Mannor doth come to him and shew *Bishop shall* him in general manner, that there be certain Rents, *Confirm* in Arrear of the said Mannor, upon which the *former* Bishop doth command him to receive the said *Leases;* Rents, and he receives them accordingly, and en- *where o-*treth the Rent reserved upon the voidable Lease to *therwise.* be received, and after doth pay all the Rents to the Bishop without giving him notice of the said voidable Lease, this is a good Confirmation thereof, for the Bishop ought of himself to take notice what Leases were made by his Predecessor. *Per Cur' Hill. 5 Jac. Wheeler and Danby's Case, 1 Rolls Abr. 476.*

If a Lease be made with a Clause, that it shall *Demand of* be void upon Non-payment of the Rent; yet be- *Rent where* fore it shall be void the Lessor ought to make *and how.* Demand of the Rent at the place where the Rent was made payable. *Moor 408. Tuskin versus Edmund.* And what things are to be observed as to a Demand to be made of any Rent whereby to make a re-entry, or take Advantage of the Breach of a Condition in a Lease, *Vide 1 Inst. 201, 202. and Moor 207. 1 Leon 305. and Dallison 35.*

If there be severall half years Rent in Arrear the Demand must not be of the whole Sum so be- *Demand* hind, as of one entire Rent, but the half years *must be of* Rent then due must be demanded, and so much the *last* last in Arrear before; for where a Lease for Years *half years* was made rendring 7 l. Rent *per Annum*, and there *Rent, &c.*

being 3 l. behind, and at the next Day of Payment the Lessor demands 10 l. this was held to be no good Demand, because the Rent and Arrear were demanded as an entire Sum. *Allen 95.*

If a Bishop making a Lease of Lands of his Bishoprick, doth reserve a yearly Rent to himself and Successors, with a Proviso therein, that in the time of the Vacation of the Bishoprick the Rent shall be paid to the Dean and Chapter, this Proviso is void and repugnant, and shall not bar the King of the Rent. *Pasch. 4 Eliz. 1. Anderson fol. 9. Eire's Case. Moor 51. Dyer 221, 222.*

Note, That in all Cases when concurrent Leases are made, the new Lease although it be made *à die Confectionis* is not to take effect in Interest till the old Lease be expired, surrendered or ended, that is, the new Lessee cannot enjoy the Land, &c. till such time; for the new Lease does Commence presently by Estoppel only, not in Interest, yet it seems that the Rent is due from the first Commencement of the Lease, so that the Bishop, &c. Lessor is intituled to two Rents, and may bring an Action of Debt to recover the Rent reserved upon the second Lease during the Continuance of the former; for the Rent must be reserved and made payable during the Term, and not only from the Determination of the former Lease, else such Concurrent Leases will be void as contrary to the Statute; and being a Rent reserved upon a Lease for Years an Action of Debt or Covenant will lie for it, and there can be no other remedy to recover it during the continuance of the first Lease, for which reason a concurrent Lease for lives is not good, by reason Debt will not lie for such Rent, and there is no other remedy to recover it during the first Term, though it seems according to *Elmer's Case, 5 Co. 2.* that after the first Lease ended the Lessor may Distrain for all the Arrears grown due before such Lessee came into Possession. *Moor 107. Fox versus Collier, 1 Anderson 65.*

Tho' Ecclesiastical Persons may not Alien or Grant any Rent out of their Possessions to bind their Successors and their Successors be not bound by Fine and

and Non-claim, or by Recoveries, or the Statutes of Limitations, yet they may make Leases to bind their Successors, but with respect to this (amongst other things) that upon every such Lease there must be reserved so much yearly Rent or more as hath been most accustomably yielded and paid for the Lands within twenty Years next before such Lease thereof made, to be due and payable yearly to the Lessors and their Successors during the Continuance of such Lease. This is an express Condition in the Statute of 32 H. 8. c. 28. and in the Statute of 1 Eliz. cap. 10. and 13 Eliz. cap. 20. so that no Lease can be made by any Ecclesiastical or Collegiate Corporation to bind Succession, but with Conformity to this Rule, no not with Confirmation, in Cases when Confirmation is necessary; for though the Exception in the 1st and 13th of Eliz. concerning the accustomed Rent is more general than that of the 32 H. 8. yet must the Patern of 32 H. 8. be followed. *Hardres Rep. 326.*

This Rule contains several things to be particularly noted, as 1. There must be a Rent reserved upon every such Lease, *Carter and Cley- pool's Case. Moor 593.* So that the Lease must not be of things that lie meerly in Grant, out of which no Rent can be reserved. 2. There must be so much Rent reserved for the things Let as hath been most accustomably yielded and paid within twenty Years next before such Lease made; and if there hath been different Rents reserved upon several Leases the accustomed Rent mentioned in the Statute ought to be understood of the Rent reserved upon the last Lease, and not upon any former Lease, for that Rent having been altered since, cannot be called the accustomed Rent, by *Hale* chief Baron in *Morice* and *Antrobus's Case, Pasch. 15. Car. 2. in Seaccar's, Hardres 326.* But if one of three Mannors formerly let together for a certain Rent be let alone, and in the new Lease no certain Rent be reserved, but it is only said, rendring to the Lessor and his Successors

fors the usual and accustomed yearly Rent and Services, at the Days and times accustomed; in this Case no Rent at all is reserved, and therefore the Lease is void, *Mich. 3 Car. C. B. Owen versus Thomas Appees*, 1 Cro. 94. So if a certain parcel of Land hath been accustomedly letten for a certain Rent, and in a new Lease of the same Lands one Acre of Land more, not accustomedly letten is demised with the other parcel, although that so much more than the old Rent be reserved as the Lands added, which were not usually letten be worth yearly according to the extended value thereof, yet this Lease will not hold good by the Statutes, because here is Land let, not usually let, and the Rent Issueth out of the whole, so that the accustomed Rent for the Lands that had been accustomedly letten be reserved in a new Lease thereof, and one Acre of Land be added in the Lease, though that Acre was of Lands also usually letten, yet the Lease is void for the whole. So if Leases have been formerly and usually made of Land, wherein was an Exception of all the great Trees, as Oaks, Ash, &c. and after a Lease is made without the said Exception, such after Lease is void. *Bulstrode Rep. 290. Smith versus Bowles.*

A Lease was made of a Rectory rendring 40 l. per Annum, and a couple of Capons, and upon the Expiration of that Lease a new Lease was made to Husband and Wife reserving 40 l. per Annum, and the Husband covenanted to pay a couple of Capons or 6 s. 8 d. in Money over and above the said Rent. And by *Hale* chief Baron, this second Lease was not good, by reason that in the former

Where the Husband's Covenant did not amount to a Covenant for the Wife, but otherwise if both had. Lease the Capons were reserved, and so part of the Rent. In the second Lease the Husband only Covenanted to pay them, which Covenant of his will not bind the Wife if she survive him; therefore his Covenant will not amount to a Reservation; otherwise if both had Covenanted, or if the Lease had been made to the Husband alone, with such a Covenant. *Hardres 325. Morice versus Antrobus.*

Yet

Yet if one seised of a Parsonage doth let a Portion of the Tythes for twenty one Years rendring 8 l. Rent, and doth reserve the Pasturage of a Colt in the Land of the Lessee, and the Lease being expired, the Successor doth let the Tythes in the like manner for twenty one Years omitting the Pasturage of the Colt, in this Case the second Lease is good, notwithstanding the Omision of the Pasturage, for that was a thing only reserved to the first Lessor and his Assigns, for that it was reserved out of the Land of the Lessee, and the Successor could not reserve Pasturage out of the Land of the first Lessee, he not being his Tenant of the Tythes, and such Reservation is void ; but otherwise it had been if the Reservation of the Pasturage had been general. *Palmer 106. Ensdon versus Denny.*

Reservation of Pasturage in the Lands of the Lessee where good, &c.

If a Rent in former time was usually reserved to be paid upon the Land, and now by a new Lease it is reserved to be paid at any remote Place, yet it is well enough, by *Clinch 28 Eliz. C.B. Grindal Bishop of York's Case, 4 Leon. 78.*

But the Rent must be reserved payable every Year to the Lessor as well as to the Successor, for though the restraining Statutes were made for the Benefit of the Successor ; yet it is not sufficient to reserve the Ancient Rent to the Successor, and none at all or less Rent to the Lessor himself, for that by the Letter of the Statute of 32 H. 8 the Rent must be payable yearly during the whole Term of twenty one years or three lives. Also the Lease must be such which may not only reserve a yearly Rent, but also such as thereby the Rent must be payable or recoverable yearly, both by the Lessor and the Successors. If a Lease be let for twenty one Years from *Michaelmas*, reserving the Rent during the Term payable at the usual Feasts or within ten Days after, although by the Reservation the last Quarters Rent seems not to be payable within the Term, but ten Days after the Term ended, yet this is a good Lease, and the Rent being reserved payable during the

Rent reserved during the Term there shall not be ten Days allowed for Payment of the last Quarters Rent.

Term, there shall not be allowed ten Days to the Lessee for the Payment of it the last Quarter. *Ventris 245. Baily versus Murin*

Avowry Avowry for Rent due at a later Day is no bar for Rent in Avowry for Rent due at a Day before, nor is due at last a Recovery in Debt for Rent due at a later Day Day no bar a bar in Debt for Rent due at a former Day, as an for Avow- Acquittance is. *Levinz 1 part 43. Palmer versus ry before. Stanage.*

What Re- servation of Rent shall not be Usury. *Brown* had a Lease of a House from the Earl of *Suffolk* for 40 Years at 5 *l. per Annum* Rent, *Brown* agreed with *Drue* for to Assign this Term to him for 300 *l.* but *Drue* not having the Money. *Drury* by Agreement with *Drue* paid the 300 *l.* and took the Assignment to himself; then *Drury* Demised the House to *Drue* for thirty nine Years and three Quarters at the Rent of 35 *l.* of which 5 *l.* was to be paid to the Earl of *Suffolk*, and the 30 *l.* residue to *Drury* for his own Use. *Drue* Covenants to pay the Rent and other usual Covenants in Leases for Repairs, &c. and *Drury* Covenanted, That if at the end of four Years *Drue* paid to him 300 *l.* then the Rent should cease, and that then he would convey the residue of the Term to *Drue*; and by *Hale* Chief Justice this was not Usury within the Statute, for *Drue* was not obliged to pay the 300 *l.* to *Drury*. but at his Election he might pay it if he would, and thereby determine the Rent, and have the Term, so that in effect it is no other than a Bargain for an Annuity of 30 *l. per Annum* for thirty nine Years and three Quarters for 300 *l.* to be secured in this manner, but determinable sooner if the Grantor thought fit, but the Grantee had not any remedy to have the 300 *l.* again, unless the Grantor please to pay it at the end of the four Years, and so the Acceptance of 7 *l. 10 s.* is not Usury. But if *Drury* had any Security for the Re-payment of the 300 *l.* or by any Collateral Security it was to have been repaid, and this manner of Contract contrived only to avoid the Statute, it had been otherwise. *Levinz 2 part 7. Dominus Rex versus Drury.*

Debi

Debt for Rent by the Heir upon a Lease by the Ancestor rendring Rent to him, his Executors and Assigns during the Term and the Question was upon Demurrer, if the Heir might maintain the Action of Debt upon this Lease. And it was argued for the Defendant, that the Action by the Heir did not lie, he not being mentioned in the Reservation, but by the Death of the Lessor the Rent determined, for which they cited *Owen 9. Richmond versus Butler. Latch 44. 255. 264. Sury versus Cole.* But *é contra* were cited for the Plaintiff, *Pasch. 22. Jac. Rot. 62. Sury versus Cole, and Hill. 20. Jac. Rot. 177. Sury versus Brown,* both adjudged, that the Rent continued against that which is reported in *Rolls and Latch,* in these very Cases. *Hale* Chief Justice, The Rent being reserved to him, his Executors and Assigns the Rent shall continue after the Death of the Lessor, and shall go to the Heir, for the apparent intent that it should endure after the Death of the Lessor; for otherwise it should not go to the Executor, and that without the Words during the Term. Otherwise it is where the Rent is reserved to him, or to him and his Assigns; and Judgment was given for the Plaintiff. *Levinz 2 part, Sacheverell versus Froggat.*

Where the Heir shall have the Rent.

Tenant for life made a Lease for years, the Lessee for Years by Parol without Deed assigned his Term to Tenant for life, rendring Rent, and in Debt for his Rent, the Question was, Whether the Reservation was good; for by *Bigland* it was a Surrender, and the Reservation without Deed void, but if it had been by Deed it had been good by way of Grant, *12 H. 4. 17. 9 H. 6. 43. 1 Cro. Peto versus Pemberton, Dyer 251. 2 Rolls 497.* To which it was answered by *Leak*, although it be not good as a Rent, there being no Reversion, yet it is good by way of Contract, as a Sum in Gross. To which it was said by *Bigland*, Then Debt lieth not till all the Days are past. But by *Hale*, although that this Assignment by Operation of the Law turned to a Surrender, it is not an express Surrender.

What Reservation without Deed is void.

*Where good Surrender, and if it be not good by way of Re-
by way of servation, it is good by way of Contract, and so by
Contract. the Assent of the other Justices gave Judgment
for the Plaintiff, although that all the Days were
not past, Lewinz 2 part 80. Winslon versus Pin-
keny.*

Debt for Debt for Rent to be brought where the Land lieth Debt for Rent, and laid the Action in London, supposing the Lease to be made there of Lands in Oxfordshire, and that the Lessee entred and died, and the Defendant entred as Executor, and brought the Action in the *Debet & Detinet*, and upon the Declaration Judgment against the Plaintiff; for although the Defendant is sued as Executor he is charged as Assignee in the *Debet & Detinet* upon the Privy of the Estate not upon the Privy of Contract, and the Action ought to be brought where the Land lieth. *Lewinz* for the Plaintiff. And afterwards *Hill. 5 W. and M. Similis Casus & Simile Judicium Intratur Hill 5 Rot. 31. Lewinz 2 part 80. Cormel versus Lisset.*

To a Devise or Fine to Uses Attornment not necessary. Grantee of a Rent Granted part by Fine, the Tenant is not obliged to Attorn; for to a Devise, or a Fine to Uses, Attornment is not necessary, but a Devise or Fine to Uses of things not Devisable is void. *Lewin. 2 part 240. Coleborn versus Wright.*

Lessor for Years rendring Rent, granted the Rent, the Lessee Attorned, Grantee brought Debt for the Rent, Arrear after the Attornment, and upon Demurrer *Powis pro Quer.* the Action lieth, and cited *Cro. Eliz. 637. 651. Ards versus Watkins. Barton e contra*, for here is no Privy the Reversion continuing in the Lessor. *Leon. part 1. Case Austin versus Smith f. 315. Per Cur'.* The Attornment made Privy, and Judgment given *pro Quer'.* Sir Thomas Jones 1. *Goodman versus Packer.*

Rent may be reserved out of a Power. A Rent properly so called may be reserved upon a Lease derived out of a Power, and that he in the Remainder may Distrain for it, which might not be if he had not a Rent. See *Rolls part 2. 261. pl. 9. Sir Thomas Jones 35. Sir Richard Temple versus Viscountess Baltinglasse.*

What

What Rents are Devisable, *Vide Sir Tho. Jones*
120. *Coleborn versus Wight.*

Rents is only Demandable upon the Land,
ibid.

Avowry for the third part of a Penny Rent
good. And *Roll. Rep. part 2. 19.* in the Case of *Damages*
Marsham versus Buller, Judgment there given for *given to*
Damages found at half a Farthing. *Sir Thomas half a Far-*
Jones 138. Edgcomb versus Burnasford. *thing.*

Covenant upon Articles of Agreement, breach
was Assigned for Non-payment of Rent reserved
in a Lease for Years of a House, &c. by the
Plaintiff to the Defendant, which Rent the De-
fendant Covenanted to pay. The Defendant pleaded
that after the Articles the Plaintiff had pulled a-
way, taken and spoiled a Pent-house fixed to the
said House, and part of the Premises Demised, *Taking*
and detained it before the Rent became due, and *down a*
yet detained it. Judgment if Action; whereupon *Penthouse,*
the Plaintiff Demurred, and Judgment was given *no Suspensi-*
for him; for it did not make a Suspension of the *on of the*
Rent, but was a Trespass for which the Defendant
might have his Action. *Sir Thomas Jones 148. Ro-*
per & Uxor versus Lloyd.

And thus having finished what we designed
to say concerning the Fourth Formal Part of a
Deed, we proceed to the Fifth, which is

The Warranty in Deeds.

Warranty or Warranty is a Covenant real an- *Warranty*
nexed to Lands or Tenements whereby a *defined.*
Man and his Heirs are bound to Warrant the
same, and either upon Voucher or Judgment in
a Writ *de Warrantia Charta* to yield other Lands
or Tenements which in old Books is called (*in*
excambio) to the Value of those that shall be evi-
cted by a former Title; or else may be used by
way of *Rebutter*, which is a French Word, and in
Latin Repellere, to repel or barr, that is, in the Un-
derstanding of the Common-law, the Action of
the

The Warranty in Deeds.

the Heir by the Warranty of his Ancestor, and this is called to *Rebutt* or *Repel*. *Bracton* saith *Warrantizare nihil aliud est quam defendere & acquietare Tenentem qui Warrantum vocavit in seifina sua.* *Fleta* saith, *Warrantizare nihil aliud est quam possidentem vocantem defendere & acquietare in sua seifina vel possessione erga petentem, &c.* & *Tenens de Re warrantizata excambium habebit ad valentiam.*

Two Sorts of Warranties in Deed and in Law. It is to be observed there are two kinds of Warranties, that is, *Warrantia expressa* vulgarly said, Warranty in Deed, and *Tacita*, Warranties in Law, because the Law doth tacitly imply them. And Warranties in Deed are of three Sorts, viz. Warranty Lineal, Warranty Collateral, and Warranty that comenceth by Disseisin. As for Promises or Contracts annexed to Chattels, real or personal, they are not intended within this Division; but only Warranties concerning Freeholds and Inheritances.

Warranty Lineal. Warranty Lineal is where a Man seised in Fee or in Tail makes a Feoffment to another, and binds him and his Heirs to Warranty, and hath Issue a Son and dieth, and the Warranty descends to his Son. For if no Deed with Warranty had been made, then the Land should have Descended to the Son as Heir to his Father, and he shall convey the Discent from the Father to the Son.

Warranty Collateral. But if Tenant in Tail discontinues the Tail, and hath Issue and Dies, and the Uncle of the Issue releaseth to the Discontinuee with Warranty, &c. and dies without Issue; This is a Collateral Warranty to the Issue in Tail, for that the Warranty descends upon the Issue who may not convey himself to the Tail by means of the Uncle.

Difference of Lineal and collateral Warranty. And in every Case where a Man demands Land in Fee-tail by Writ of *Formedon*, if any Ancestor of the Issue in Tail makes a Warranty, and he that Sues a Writ of *Formedon* by Possibility of Matter that may be done, conveys to him Title by force of his Gift that made the Warranty, &c. That is, then a Lineal Warranty whereby the Issue in Tail shall not be barred, except he have Assets to him descended

descended in Fee-simple; but if he may not by any Possibility convey to him Title by force of his Gift who made the Warranty, Then that is a Collateral Warranty, and thereby the Issue in Tail shall be barred without Assets.

And the Cause that such Collateral Warranty is a Bar to the Issue in Tail, is for that all Warranties before the Statute of Gloucester, which descended to those who were Heirs to the Warrantor were barrs to the same Heirs to demand any Lands except the Warranties that began by Disseisin; and for that the said Statute hath ordained that the Warranty of the Father shall be no bar to the Son, for the Lands which come by the Heritage of the Mother, nor *à contra*, nor that Warranty of the Mother shall be a Bar to the Son, for the Lands which came by the Heritage of the Father. And neither the Stat. of 11 H. 7. 20. nor any other Statute hath ordained any remedy against any other Collateral Warranty; therefore such Warranty is still in Force, and shall be a bar to the Issue in Tail as it was before the Statute.

What Warranty is a Bar to the Issue in Tail.

And it is requisite that every Warranty whereby the Heir shall be barred, descend by the Course of the Common-law to him who is Heir to the Warrantor, else it shall be no bar: For if the Tenant in Tail of Lands in Burrough English, where the youngest Son shall inherit by the Custom discontinue the Tail, and hath Issue two Sons, and the Uncle releaseth to the Discontinuee with Warranty and dies, and the younger Son brings a *Formedon*, yet he shall not be barred; and if any Man makes a Warranty whereby his Heir should be barred, and after the Warrantor is Attaint of Felony, his Heir shall not be barred by such Warranty, for that such Warranty cannot descend upon him, the Blood being corrupt.

Where Warranty is no Bar.

Warranty beginning by Disseisin is, if the Son purchaseth Lands, and letteth them to his Father for Years, and the Father by his Deed enfeoffs a Stranger, and binds him and his Heirs to Warranty and dies, whereby the Warranty descends to the Son, yet this Warranty shall not bar the Son, but the Son may well enter, notwithstanding such

What Warranties shall not Bar.

such Warranty, because the Warranty began by Disseisin, when the Father made the Feoffment which was a Disseisin to the Son. And as it is said of the Father, so it may be said of every other Ancestor. And the same Law is, if the Ancestor be Tenant by Elegit, or by Statute-Merchant, and make a Feoffment with Warranty, such Warranty shall be no bar, because they begin by Disseisin, *Terms del Ley*.

And Warranty is when one is bound to another, who hath Land, to warrant the same to him which may be two ways, that is, by Deed of Law; as if one and his Ancestors hath held Land of another and his Ancestors time out of mind, by Homage, which is called Homage *Ancestrel*, or by Deed of the Party who Grants by Deed or Fine to the Tenant of the Land to warrant it to him; upon which if the Tenant be impleaded by him who ought to warrant or his Heirs, the Tenant shall bar the Demandant by pleading the

What is a Rebutter Warranty against him, which is called Rebutter; and where or if he be impleaded by another in an Action wherein he may Vouch, he shall Vouch him who shall recover or his Heirs, and if the Plaintiff recover in Value against the Vouchee. Terms del Ley.

Words used for Warranty. And the Clauses of Warranty are usually expressed in the words and manner following. As if it be a General Warranty then thus.

General Warranty. And the said *A. B.* doth hereby for himself and his Heirs Covenant, Promise and Grant to and with the said *C. D.* his Heirs and Assigns, that he the said *A. B.* and his Heirs, all and singular the aforesaid Mannor; Mesuages, Lands, Tenements, Hereditaments and Premises unto the said *C. D.* his Heirs and Assigns against all Persons shall and will Warrant, and for ever defend by these Presents.

Special Warranty. And if it be a particular or Special Warranty then thus.

And the said *A. B.* for himself and his Heirs doth hereby Covenant, Promise and Grant to and with

with the said C. D. his Heirs and Assigns, that he the said A. B. and his Heirs, all and singular the aforesaid Premises unto the said C. D. and his Heirs against him the said A. B. and his Heirs, and all claiming under him or them shall and will Warrant, and for ever defend by these Presents.

Or in the now more usual manner thus.

And the said A. B. doth hereby for himself, his Heirs, Executors, Administrators and Assigns, and for every of them Covenant, Promise, Grant and Agree to and with the said C. D. his Heirs and Assigns, and to and with every of them by these Presents, That the said Mannors, Mesuages, Lands, Tenements, Hereditaments and Premises, and every part thereof, now are and be, and so from henceforth for ever hereafter shall remain and continue to the said C. D. his Heirs and Assigns, free and clear, and freely and clearly exonerated, acquitted and discharged, or saved harmless, and defended of, from and against all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Estates, Mortgages, Judgments, Executions, Extents, Statutes, Recognizances, Wills, Entails, Rents, Annuities, Fines, Issues, Amerciaments, and of and from all other Titles, Troubles, Charges, Incumbrances and Demands whatsoever, heretofore had, made, done, levied, suffered or executed, or wittingly or willingly hereafter to be had, made, suffered, acknowledged or executed by him the said A. B. his Heirs or Assigns, or any other Person or Persons whatsoever.

*Special
Warranty
by Cove-
nant as
large.*

[Likewise this Covenant is much used in Conveyances] And that the said Lands and Premises shall be and remain unto the said C. D. his Heirs and Assigns without any Charge or Incumbrance, caused, made, suffered or granted by the said A. B. or his Heirs, in Estate, Right, Title, Interest, in Law or Equity, Charge or other Incumbrance whatsoever. And that the said C. D. his Heirs and Assigns shall and may for ever hereafter peaceably and quietly have, hold, possess and enjoy

joy all and singular the above-mentioned Premises with their Appurtenances without the Let, Suit, Trouble, Denial, Molestation or Eviction of or by him the said *A. B.* his Heirs or Assigns, or any other Person or Persons whatsoever. And the said *A. B.* doth Grant for him and his Heirs to Warrant the said Premises with their Appurtenances to the said *C. D.* and his Heirs against the said *A. B.* and his Heirs, and against all other Person or Persons whatsoever claiming or to claim, by, from or under him or them, his or their Right, Title, Interest and Estate whatsoever or howsoever.

Cases concerning Warranties.

*Learning
of Warranties
most
curious.*

*To what
Warranties
may be
annexed.*

*Warranty
in Law
may ex-
tend to a
Rent to an
Exchange,*

THE learning of Warranties is one of the most curious and cunning Learning of the Law, and of great Use and Consequence. And a Warranty may not only be annexed to Freeholds and Inheritances Corporeal, which pass by Livery, as Houses and Lands, but also to Freeholds and Inheritances Incorporeal, which lie in Grant, as Advowsons, and to Rents, Commons, Estovers and the like, which Issue out of Lands or Tenements, and not only to Inheritances *in esse*, but also to Rents, Commons, Estovers, &c. newly created: As a Man (some say) may Grant a Rent, &c. out of Land for Life, in Tail or in Fee, with Warranty; for though there can be no Title precedent to the Rent, there may be a Title precedent as to the Land, out of which it issueth, before the Grant of the Rent, which Rent may be avoided by the recovery of the Land, in which Case the Grantee may help himself by a *Warrantia Chartæ* upon the special Matter; and so a Warranty in Law may extend to a Rent, &c. newly created, and therefore if a Rent newly created be granted in Exchange for an Acre of Land, this Exchange is good, and every Exchange implieth a Warranty in Law. *Co. 1 Inst. 366.*

Before

Before the Statute of Gloucester, all Warranties which Descended to them which are Heirs to those who made the Warranties were bars to the same Heirs to demand any Lands or Tenements against the Warranties except the Warranty which commenced by Disseisin; for that such warranty commenced by wrong. But after the Statute of 13 E. 1. The Heir in Tail is not barred by the Warranty of his Ancestor, unless there be Assets. *Heir in tail not barred by Warranty.*
ibid. 365.

In Chattels Real, Grant, Demise, and the like words do make a Warranty; but it is not so in Freeholds or Inheritances; and in Dower is implied a Warranty in Law. A Partition implieth a Warranty, as Exchange and Homage Ancestrel. *Where the words Grant, Demise, &c. implieth a Warranty.* It is to be observed, that the words *heredes mei* are of Necessity, for otherwise the Heirs are not bound. And although in the Clause of Warranty it be not mentioned to whom, yet it shall be intended to the Feoffee, and the Feoffor may by bound unexpress words warrant the Land for the life of the Feoffee or the Feoffor, but the Recovery in value shall be in Fee. And neither *Defendere* or *Acquietare* doth create a Warranty; but the *Verb* *Warrantizo* only doth create a Warranty; and as *Life, &c.* *Ego & Heredes mei Warrantizabimus, &c.* in Latin do create a Warranty: So I and my Heirs shall warrant in *English*, doth create a Warranty. *Có. 1 Inst.* 383, 384.

If a Man be bound to *A.* in an Obligation to defend such Lands to *A.* whereof the Obligor hath enfeoffed him for 12 *d.* In this Case if the Obligee be ousted by a Stranger without being impleaded, the Obligation is forfeit; but if he be bound to warrant the Land, the Obligation is not forfeited, unless the Obligee be impleaded, and then the Obligor must be ready to warrant, *Where Obligation is forfeited without being impleaded.* *&c.* A Warranty in Deed, or an express Warranty is created only by the word *Warrantizo*, but Warranties in Law are created by many other words, as *Dedi* is a Warranty in Law to the Feoffee and his Heirs during the life of the Feoffor. *of a Warranty.*
 For;

The Warranty in Deeds.

for, but *Concessi* in a Feoffment or Fine implieth no VVarranty. *Co. 1 Inst. 384. A.*

Although in the Statute *De Bigamis* be, *in cartis Dedi doth autem ubi continetur dedi & concessi, &c.* yet if *Dedi* import a be contained alone, it doth import a VVarranty; for the said Statute doth conclude *ipse tamen Feofator in vita sua ratione proprij Doni sui tenetur War-rantizare.* And the word *Dedi* doth import a VVarranty in Law, although there be an exprefs doth not VVarranty in the Deed; and if a Man make a take away lease for life reserving a Rent, and add an exprefs Warranty VVarranty, here the exprefs VVarranty doth not in Law. take away the VVarranty in Law, for he hath Election to vouch by force of either of them.

Dedi is a The VVarranty wrought by the word *Dedi* is a special VVarranty and extendeth to the Heirs of the Feoffee during the life of the Feoffor only. *Warranty.* But upon Exchange the Warranty extendeth reciprocally to the Heirs, and against the Heirs of both Parties, and in none of the Cases the Assignee shall Vouch by force of any of these Warranties; but in the Case of the Exchange and *Dedi* the Assignee shall Rebut.

Reserving of Rent is a Warranty in Law. And if a Man make a Gift in Tail, or Lease for life of Land by Deed or without Deed reserving Rent or a Rent-service by Deed, This is a Warranty in Law, and the Donee or Lessee being impleaded shall vouch and recover in Value. and this Warranty in Law extendeth not only against the Donor or Lessor and his Heirs, but also against his Assignees of the Reversion, and so likewise the Assignee of Lessee for life shall take Benefit of this Warranty in Law. *Co. 1 Inst. 384. a.*

Dower assigned includes Warranty. When Dower is Assigned there is a Warranty in Law included, that the Tenant in Dower being impleaded shall vouch and recover in Value a third part of the two parts whereof she is Dowable.

A Warranty in Law and Assets is in some Cases a good Bar: In a *Formedon* in the Descender the Tenant may plead, that the Ancestor of the Demandant exchanged the Lands with the Tenant for

for other Lands taken in Exchange which descended to the Demandant, whereunto he hath entered and agreed, then the Tenant may plead the Warranty of Law, and other Assets descended.
Co. 1 Inst. 384. b.

There is a Diversity between a Warranty which is a Covenant real; and which bindeth a Party to yield Lands or Tenements in recompence, and a Covenant annexed to the Land, which is to yield but Damages, for that Covenant is in many Cases extended further than the Warranty, as an Assignee may have an Action of Covenant, and yet be a Stranger to the Covenant and not named, and divers Cases where an Assignee may Vouch, Rebut or bring Actions you may read in Co. 1 Inst. 384, 385.

If a Man bind himself to Warranty and not his Heirs, they are not bound; and if a Man bind his Heirs to pay a Sum of Money, and do not bind himself, it is void. But a Warranty in Law (as if it be by a last Will and Testament) may bind the Heir, although it never bound the Ancestor, and shall bind his Heirs also to VVarranty, although they be not named. Also an express VVarranty cannot be created without Deed; and a VVill in VVriting is no Deed, therefore an express VVarranty cannot be created by VVill. Co. Warranty 1 Inst. 386.

A VVarranty cannot go according to the nature of the Tenements by Custom as in Burrough English, or Gavelkind, but only according to the form of the Common-law wherein a Diversity is to be observed between a Lien Real, as the VVarranty which doth descend to the Heir at Common-law; and the Lien Personal which doth bind the special Heirs, as all the Heirs in Gavelkind, and the Heirs on part of the Mother.

And if two make a Feoffment with VVarranty and one die, the Feoffee cannot Vouch the Survivor only, but the Heir of him that is dead also; but otherwise if two bind themselves in an Obligation,

gation, and one die the Survivor only shall be charged.

What Warranty giveth a Right. A VVarranty may be raised by a Confirmation which neither transferreth Estate, or Right, and a VVarranty may be limited as well for Term of life, or in Tail as in Fee. And in such Case the Tenant shall recover in Value but the like Estate as VVarranted, because the VVarranty doth extend to that Estate only. And a Collateral VVarranty giveth no Right, but shall bar only for life, and afterwards the Party is restored to his Action. And a VVarranty may descend to the Heirs of him that made it during the life of another. *Co. 1 Inst. 387. A. B.*

Also a VVarranty shall never bar any Estate that is in Possession, Reversion or Remainder that is not divested, displaced or turned to a Right before, or at the time of the fall of the VVarranty. *Co. 1 Inst. 388. B.*

Warranty doth not extend to naked Titles. No VVarranty doth extend to meer and naked Titles as by force of a Condition with Clause of Re-entry, Exchange, Mortmain, or the like, because that for these no Action lieth, and if no Action can be brought, there can be neither Voucher, VVrit of *Warrantia Chartæ*, or *Rebutter*. *Co. 1 Inst. 389.*

Warranty doth not extend to a Lease for Years. A VVarranty doth not extend to a Lease for Years or any other Chattel, because in all Actions which Lessee for Years may have a VVarranty cannot be pleaded in Bar, as in Trespass upon the Statute of 7 R. 2. and the like. But in those Actions where the Freehold or Inheritance do come in Question, there the VVarranty may be pleaded. *Co. 1 Inst. 389.*

VVhere the Estate to which the VVarranty is annexed, is defeated, there the VVarranty is defeated also. *Co. 1 Inst. 389.*

A Pardon doth not restore the Blood as to the VVarranty, nor doth it make the Issue in that Case Inheritable to the VVarranty. *Co. 1 Inst. 391.*

A VVarranty may be defeated or discharged by Deed, as by a Release in three several manners.

1. By

1. By a Release of all VVarranties. 2. By a Release of all Covenants Real. 3. By a Release of all Demands. But a Release by Tenant in Tail of the VVarranty shall not bar the Issue. And if the Feoffee release to one of the Feoffors the VVarranty, yet he shall Vouch the other for the Moiety. And so it is if one Enfeoff two with VVarranty, and one Release the VVarranty, yet the other shall Vouch for his Moiety. *ibid.* 393.

VVhere there are several Estates recovered the Tenant shall vouch and recover in Value several times; but for one and the same Estate he shall never recover but once in Value; and although the Land recovered in Value be evicted, yet he shall never take Benefit of that VVarranty afterwards. *Co. 1 Inst.* 393. *A.*

And as VVarranties may be Defeated in the whole, so they may be Defeated as to part of the Benefit that may be taken of the same. As he who hath a VVarranty may make a Defeazance not to take any Benefit by way of Voucher, or that he will take no Advantage by *Warrantia Chartæ*; or by way of *Rebutter*. *Co. 1 Inst.* 393.

In the same manner that a Collateral VVarranty may be Defeated by matter in Deed, or by matter in Law; So to all Intents and Purposes may a Lineal VVarranty be Defeated; but neither the Pleading of the VVarranty without Assets, nor the Assets without the VVarranty is any Bar in a

Formedon. But a Bar in a *Formedon* in the Descender afterwards brought upon the same Gift, that being a VVrit of the highest nature that a Tenant in Tail can have. *Co. 1 Inst.* 393.

The Collateral VVarranty is not restrained by the Statute *De Donis Conditionalibus*, but Lineal VVarranty is restrained unless there be Assets. *Co. 1 Inst.* 392. *a.*

A Man shall be bound and barred of his Right by VVarranty who could never have Defeated it by any other means. *Co. 1 Rep.* 67. *Archer's Case*.

Where Warranty shall bind an Infant whether enot. If the Entry of an Infant be lawful, and he cannot enter in the life of his Ancestor, and doth not enter, the VVarranty shall not bind in such Case, *a fortiori* when the VVarranty descendeth to him, his Entry being lawful and no Laches in him. But if his Entry were not lawful, so that he was put to his Action, there the VVarranty shall bind him, and the same Law shall be in the Case of a *Feme Covert* when she is put to her Action.

When an Infant may enter. And if a VVarranty doth descend upon an Infant he may enter when he will at his full Age, and need not hastily enter, or in convenient time after his full Age; but let him take heed he suffer not a Descent after his full Age before his Entry, for there the VVarranty shall bind him. *Co. 1 Rep. 140. Chudleigh's Case.*

Where Feoffee shall not Rebut the Donor, &c. If a Man maketh a Gift in Tail, and warranteth the Land to him and his Heirs, and afterwards Tenant in Tail maketh a Feoffment in Fee, and dieth without Issue, the Feoffee shall not rebut the Donor in a *Formedon* in the Reverter, because that the Estate unto which the VVarranty was annexed is determined. But if a Man make a Gift in Tail, and warranteth the Land to him, his Heirs and Assigns, and afterwards Tenant in Tail maketh a Feoffment in Fee, and dieth, he shall Rebut the Donor by force of the said VVarranty in a *Formedon* in the Reverter as it was holden before the Statute *De Donis Conditionalibus*, but now it is otherwise. *Vide Co. 10 Rep. 96. 98. Sir Edward Seymour's Case.*

Warranty of the Ancestor shall bar the Heir, &c. The Heir cometh in by the Ancestor, and therefore a Descent shall take away an Entry, and the VVarranty of the Ancestor shall bar the Heir. But in Case of Succession, as Bishop, Dean, &c. it is otherwise. *Co. 2 Inst. 154, 155.*

If Donee in Tail with VVarranty make a Lease for life, and afterwards in a *Præcipe* brought against Lessee for life, he is received upon Default of the Lessee, he shall not Vouch by force of the said VVarranty, for the VVarranty is annexed to one, and he is in of another Estate, and always the VVar-

Warranty as to the Voucher requireth Privity Warranty of Estate, to which it was annexed. And the same requireth Law of an Use; but of things annexed unto Privity of Land, as of Advowsons and the like Appendants Estate. and Appurtenants it is otherwise; for there is a Diversity to be noted between an Use or VVarranty and the like things annexed unto the Estate of the Land in Privity, and Commons, Advowsons, and other Hereditaments annexed unto the Possession of the Land. *Cokes 1 Rep. 122. Chudleigh's Case.*

The Bargainee by Bargain and Sale Inrolled Bargainee being in the Post shall never Vouch by force of by Bargain any VVarranty annexed to the Estate of the Land, and Sale and therefore it is to be noted, that in all the Bo- Inrolled dy of the Act there is not any saving for Cestuy shall not que Use, or of any Use. Nor doth it give any Vouch to Benefit of VVarranty to Cestuy que Use after the Warranty. first of May 1536. which is the 28 H. 8. Co. 1 Rep. 125. *Chudleigh's Case.*

If a Man make a Feoffment in Fee with VVarranty, he shall not Vouch before he be impleaded in a real Action by a Stranger; yet by a Release of all Demands the VVarranty is extinct, for it is an Inheritance in him, and may descend to the Heir. Co. 1 Rep. 112. *Albanie's Case.*

If two Men Alien with VVarranty the Lands of one only shall not be rendred in Value. Co. 3 Rep. 59. *Lincoln Colledge Case.*

If a Man leases for life, rendring Rent, and further bind him and his Heirs to perform all Covenants, &c. in the Indenture by Obligation, resolved upon this Covenant in Law upon the words Demised, Granted, &c. 1. The Assignee shall have a VVrit of Covenant. 2. That for breaking the Covenant in Law the Obligation was forfeited, for he was bound to perform all Covenants, Grants, &c. which extendeth as well to Covenants in Law as Covenants in Deed. 3. It Express was holden that the Covenant expressed did qua- Covenant lify the generality of the Covenant in Law, and qualifieth restrained the same by the mutual Assent of the in Law.

The Warranty in Deeds.

Parties that the same shall not extend further than the exprefs Covenant, *Quia Clausula generalis non refert ad expreffa.*

Exprefs Warranty doth not take away Warranty in Law. If a Man leaseth for life, rendring Rent, and further bind him and his Heirs to VVarranty, here the exprefs Warranty doth not take away the Warranty in Law. For if he in the Reversion granteth over the Reversion and the Lessee Attorneth, and afterwards is impleaded, he may vouch the Grantee by VVarranty in Law, or he may vouch the Lessor by the exprefs VVarranty, but the VVarranty in Law and exprefs VVarranty ought in such Case to be both General. Co. 4 Rep. 80, 81. *Noke's Case.*

The word Dedi or exprefs Warranty may be made use of at Election, &c. If a Man make a Feoffment in Fee by the word *Dedi* with exprefs VVarranty in the Deed, he may use the one or the other at his Election. And the Statute of *Bigamis* cap. 6. is to be intended that *Dedi* importeth a VVarranty although the Clause of VVarranty be not contained in the Deed. But by the said Act now *Dedi* is made an exprefs VVarranty during the life of the Feoffor. Co. 4 Rep. 80, 81. *Noke's Case.*

Exchange implieth a Warranty. In every Exchange lawfully made the word *Ex-*
cambium implieth in it self *Tacite* a Condition, and also a VVarranty, one to give Re-entry, the other Voucher and Recompence, and all in respect of the Recipocal Consideration, one Land being given in Exchange for the other. But the same is a special VVarranty upon the Voucher, by force of which he shall not recover other Land in Value, but that only which was given in Exchange, for in as much as the mutual Consideration is the Cause of VVarranty, for this Cause the same shall extend only to Land reciprocally given, and not to other Land, and this VVarranty runneth in Privy only, for none shall Vouch by force of it, but the Parties to the Exchange or their Heirs, and no Assignee shall Rebut by force of it, although the Exchange be without Deed. The like in case of a Condition which the Law implieth upon the Exchange, and none can have

a Con-

a *Contra formam Feoffamenti*, but the Feoffee or his Heirs, but the Assignee may Rebut. But in the same Case if A. who doth not Alien be Eviſted, he ſhall Re-enter into the Land, which was given in Exchange, although that B. hath Aliened it over.

And if one Acre of Lands be Eviſted the whole *In Exchange* is Defeated, and he may enter into all *change E.* his Land, for the Condition implied in the *Eviction of* *change* is entire, and muſt defeat the whole and *Part ex-* not part, unleſs the Condition be eſpecially *ſendeth to* ſtrained to one part only. The ſame Law of a *defeat the* Partition, but in the Caſe of Exchange, if one be *whole as to* impleaded for one Acre and he voucheth the *o-* Entry, &c. ther, and the Demandant recovereth; in this Caſe the Tenant ſhall recover in Value, but according to the Loſs; for although the Condition be entire and extendeth to all, yet the VVarranty upon the Exchange may ſeverally extend to part, and there is great difference between a VVarranty in Law upon an Exchange, and a VVarranty in Law upon a Partition as to the Recovery in Value; for in the Caſe of Exchange, he who voucheth ſhall recover in Value of the other, but the Moiety which ſhe loſt, ſo that the loſs ſhall be equal. Co. 4 Rep. 121, 122. *Euſtard's Caſe.*

A VVarranty made to two of certain Lands *Warranty* ſhall enure as ſeveral VVarranties in reſpect that *or Cove-* they are ſeverally ſeiſed, one of part of the Land *nant joint,* and the other of the reſidue in ſeveralty. And *taken ſeve-* ſo one Joint-Covenant ſhall be taken ſeverally in *rally.* reſpect of the ſeveral Interests of the Covenantees. Co. 5 Rep. 7, 8. *Justice Windham's Caſe.*

If a Man make a Feoffment in Fee to three by *Warranty* Deed, and VVarrant the Land to them, *Et cuili-* joint and *bet eorum*, the VVarranty is Joint and not ſeveral; but in ſuch Caſe if their Eſtates were ſeveral, *not ſe-* Et e *ral,* their VVarranty ſhall be ſeveral accordingly. *contra.* Co. 5 Rep. 19. *Slingsby's Caſe.*

If a Man make a Charter of Feoffment with VVarranty, and delivereth the Deed, and afterwards livery *Secundum formam Chartæ*: Now the Law

Where Li-
very at
another
time, yet
Warranty
good.

Intent
without
Covin and
Disseisin,
&c.

Warranty
to Joint-
tenants re-
maineth
notwith-
standing
Partition
by Writ.
Otherwise
of Partition
by Writ.
Joint-te-
nants may
not make
Partition
by Word as
Coparce-
ners may
do.

Law shall Judge upon the whole Act ; and al-
though the Deed were delivered at one time, and
the Livery upon the Land at another time, and
although a Warranty ought to enure upon an
Estate, yet upon the whole matter the Warranty
is good.

A Release at this Day by Tenant for Life to a
Disseisor, or any other without Covin, and yet to
the Intent to bar him in Remainder or Reverfi-
on shall bar him ; for Intent without Covin and
Disseisin shall not avoid the Warranty. *Co. 5 Rep.*
80. Fitz-Herbert's Case.

Two Joint-tenants are with Warranty, and Par-
tition is made between them by Judgment in a
Writ *De Partitioe facienda*, by force of the Statute
31 H. 8. cap. 1. And it was adjudged. That the
Warranty in such Case doth remain, because by
Writ they are compellable by the Statute (to
which every one is party) to make Partition, and
the Party hath pursued his Remedy according to
the Statute ; and therefore none can have wrong
by the Operation of the said Statute to which e-
very one is party, but if the Partition had been by
Deed, by Consent it had been otherwise ; for such
Partition being not pursuant to the Act doth re-
main at the Common-law, and by consequence
the Warranty is gone ; and although now Joint-
tenants are compellable to make Partition by
VVrit as Coparceners are, yet they may not
make Partition by VVord as Coparceners may do
by the Common-law, because the said Act doth
not extend to any Partition but by VVrit *De*
Partitioe facienda only, but leaveth all other Parti-
tions as they were before. *Co. 6 Rep. 12, 13. Morrice's*
Case.

If the Father be Enfeoffed in Fee, and the Fe-
offor warranteth the Land to him and his Heirs ;
now his Assignee shall not Vouch ; but if the
Father enfeoffeth his Son and Heir Apparent with
VVarranty, and dieth, In this Case the Heir be-
ing in Truth Assignee shall Vouch, for the Law
which hath determined the VVarranty of the Fa-
Fa-

Father to the Son, will give the Son the Benefit of the first VVarranty; so the Act of Law is more strong and equal than any Act of the Party could have made. *Co. 6 Rep. 69. Sir Noyle Finche's Case.*

If three Coparceners Alien in Fee with VVarranty, every VVarranty shall be Collateral to the other, and yet the VVarranty of her who first dies doth descend upon the two others. *Every Warranty Collateral to the other.*

A Lineal VVarranty when Assets to the Value of the Land in Demand descendeth is an entire and full Bar as to the Demandant of a Collateral VVarranty, descend the VVarranty in the one Case or in the other upon the Demandant only, or upon her and any other.

And the Statute of Gloucester doth enact, That if the VVarranty of the Tenant by the Courtesy be pleaded, the Heir of the VVife shall not be barred by the Deed of his Father from whom no Inheritance doth descend. &c. And if Inheritance doth descend to him of his Fathers side, then he shall be barred for the value of the Heritage which is to him descended, and where the Rewarranty may be Resummoned upon Assets afterwards descended. *Vide Co. 8 Rep. 51. 54. Sym's Case.*

Where the Feoffor and his Heirs shall be bound to Warranty by the words *Dedi & Concessi, di & Con* and where not, and where only during the life of cessi binds the Feoffor, *Vide Stat. de Bigamis, cap. 6. 4 E. 1. to Warrant and Wingate's Abridgment of Statutes Warranty. ty, &c.*

Where Tenant by the Courtesie Aliens the Wifes Land, his Son (having no Assets by Descent of the Heritage of his Father) shall not be bound by barred to recover the Land by a Writ of *Mortd'au* the Warcestor of the Seisin of his Mother; albeit his Father's Deed mentioneth, That he and his Heirs be bound to Warranty: But if Lands Descend to the Curie of his Fathers side, he shall be barred for the Value of the Inheritance so Descended: And if afterwards any Inheritance shall Descend to him by the same Father, the Tenant shall recover against

against him of the Seisin of his Mother by a Judicial Writ to re-summon the Warranty, and the Issue of the Son may likewise recover by VVrit of *Cosnage, Ayel and Besayel, &c. Vide le Stat. Glouc. 3. 6 E. 1. Wingate's Abridgment of the Statutes, Title Warranty.*

*Where
Warranty
is a Bar.*

Feme Tenant in Tail, Remainder to her Sisters in Fee, the Tenant in Tail and her Husband levy a Fine to the Use of them two, and the Heirs of the Body of the Wife, the Remainder to the Heirs of the Husband, with Warranty against them and the Heirs of the Wife. Feme dies without Issue, the Warranty is a Bar. *Calthrop 243. Fowle versus Double.*

If a Man takes back as great an Estate as he warranted, it destroys the Warranty. *Ibid.*

*Covenant
that he
was seized
in Fee, &c.*

The Case was, Dr. *Coldcot* having purchased Church Lands in Fee, under the Title of the Usurper (during the Rebellion) sold the same in Fee to the Defendants Testator, and Covenanted, That he was lawfully seized, &c. The Church being restored, and the Estate voided, the Covenantee sued the Covenant, and recovered Damages to the value of the Purchase Money. To be relieved in this was the Scope of the Bill, which did suggest a Surprise upon the Plaintiff, in getting him into that Covenant, and that it was declared by Dr. *Coldcot* when he Sealed, and the Defendants Testator, that it was intended Dr. *Coldcot* should not undertake any further than against himself. Upon the hearing it was proved, That the matter of the Covenant upon which the Judgment was had against the Plaintiff was controverted in the Paper Draught, and put out by the Plaintiffs Council, and in again by the Defendants Council, with the Alteration only; that whereas the Covenant was, That the Plaintiff was lawfully seized, &c. the Plaintiffs Council put out (lawfully) which signified nothing; for to Covenant one is seised, is intended lawfully. But some Proof being that it was declared upon Sealing, that the Plaintiff should undertake for his own

own Act only, It was Decreed, that the Defendant should acknowledge Satisfaction on the Judgment, and pay Costs. And alike Case *inter Farrer & Farrer* was heard and Decreed after the same manner about six Months before. *Cases in Chancery* 15. Dr. *Coldcot* versus *Hill*, and others.

Where Warranty Descended and Attached upon the Heir in Remainder is Defeated by the Entry of the Tenant for life, who is not bound. It was held it was not Defeated *quoad* the Heir, *Cro. Car.* 103. *Kendall* versus *Fox*.

Ejectione firme, Upon a Special Verdict the Case was, *A. S.* was Tenant in Tail to him, and the Heirs-males of his Body, the Reversion in Fee to *J. S.* his eldest Brother. *A. S.* makes a Lease for *Fine with* three Lives, with Warranty against all Persons, the *Warranty*, Lease being warranted by the Statute of 32 H. 8. *Bar to Iscap.* ... afterwards *A. S. An.* 16 *El.* levies a *Fine sue in Tail* of those Lands with Warranty against all Persons, and with Proclamations to *Taylor*, under whom the Defendant Claims, and afterwards dies without Issue-male, having Issue *Eliz.* Mother to *P.* Lessor of the Plaintiff. After the Death of *A. S.* the said *J. S. An.* 30 *Eliz.* died without Issue, the said *Elizabeth* being his Niece and Heir, In *An.* 18 *Reg. Eliz.* the Lease for three Lives expired, the Defendant entred by virtue of a Lease from *Taylor*, and *Points* enters as Heir to *Eliz.* and lets to the Plaintiff, and the Defendant Ousts him, &c. This Case was oftentimes argued at the Bar, and afterwards at the Bench; and all the Justices were of Opinion, That Judgment should be given for the Defendant, and it was so adjudged. *Vide Cro. Car.* 111. *Salvin* versus *Clerk*.

Where Warranty is determined by the returning of the Fee to the Feoffor. *Cro. Car.* 222 & 269.

He that comes to Land in the Post (as Lord of a Villain or Lord by *Escheat*, who enter before the Warranty Attached by Descent) shall never have Advantage of the Warranty which was not Attached at the time of his Entry; *Vide Cro. Car.* 269, 270.

270. *Spirit versus Bruce*, and *Mod. Rep.* 1 part 192,
193. *Williamson versus Handcock*.

Note, A Common Recovery in a *Writ of Entry* against J. S. for the Mannor of D. in *Com. Bucks*, was endeavoured to be drawn and suffered at the Bar, wherein the Tenant prayed Aid of the King, by reason of Warranty in the King, whereby he warranted that Land, and granted to make Recompence upon Eviction, and this Aid Prayer was to be instead of a Voucher: The Warranty being created by Fine and Recovery drawn in, Paper wherein the Tenant vouched the King, and Sir R. H. the King's Attorney by a *Warrant* as (he said from the King) entred into the *Warranty* and prayed, That

The Court would not suffer a Recovery to pass against the King, for the King shall not render in Value upon the Voucher,

the Demandant might count, and so it was drawn that the Demandant *petit versus Dominum Regem*. That Land (as the usual manner of the Counts in Common Recovery is) and that the Attorney of the King voucheth over the Common Vouchee, but this being perused by the Court, although the Attorney said, he had Warrant for so doing; yet because such a Course hath not been seen, nor any President shewn, that ever any should count against the King as Vouchee, and this Course is now devised to Bar a Remainder expectant upon an Estate-tail in the King (as a Fine by the King is sufficient to bar an Estate-tail in him) and although it is used to be levied by the King, yet that is done by way of render, and not by an immediate Writ of Covenant; therefore the Court would not suffer this Recovery to pass, for the King shall never render in value upon Voucher; but in such Case they ought to sue to the King by Petition, to have in value, and not by way of Voucher. *Vide* 9 H.6. 3. & 56. 25 Ed.3. 39. 39 Ed. 3. 11. and *Cro. Car.* 68.

Formedon in the Remainder. The Case was, There were Three Sisters, the Eldest was Tenant in Tail of a fourth part of 140 Acres, &c. in three *Villes*, A. B. and C. the Remainder in Fee-simple to the other two: The Tenant in Tail takes Husband Dr. *Doble* the Defendant. The Husband

band and Wife levy a Fine *Sur Conuſance de droit*, to the Uſe of them Two, and the Heirs of the Body of the Wife, the Remainder in Fee to the Right Heirs of the Husband, and this Fine was with Warranty againſt them and the Heirs of the Wife. The Wife dies without Iſſue, living the Husband, againſt whom *Lucy* and *Ruth* the other two Siſters to whom the Remainder in Fee was limited bring a *Formedon* in the Remainder. The chief matter in Law was, whether or no this Warranty being againſt the Husband and Wife, and the Heirs of the Wife were a Bar to the Plaintiffs, or ſurvived to the Husband. And it was reſolved to be a Bar, for this Warranty as to the Husband was deſtroyed as ſoon as it was created. Judgment was given for the Tenant, *Mod. Rep. 1 part 182. Fowle and Doble's Caſe.*

Warranty in a Fine againſt the Husband and Wife, a Bar.

Where one was Tenant in Tail of the Nomination of a Clerk to an Abbot to preſent over, the Abbot preſented without any Nomination, and had his Clerk Inſtituted and Inducted, and then the Abbot did get a Release of the Anceſtor, Collateral to the Tenant in Tail with Warranty. It was held, that the Iſſue in Tail ſhould be barred, for that the Induction by Uſurpation, put the Tenant in Tail out of Poſſeſſion, ſo that there remained only a Right which was bound by the Warranty Collateral. *1 H 5 f. 1. Plowden 529. a. ſee by Hare verſus Buckley.*

Tenant in Tail ouſted by Induction, the Right barred by Warranty.

Upon a *Quare Impedit*. brought by the Heir of a Tenant in Tail, the Defendant pleaded, That the Father of the Plaintiff gave the Advowſon by Deed, to him and his Heirs; and that the Anceſtor Collateral to the Plaintiff, to whom he is Heir, releaſed with Warranty for him and his Heirs, the ſaid Advowſon to the Defendant, and that this Anceſtor is dead, &c. and it was adjudged a good Bar, affirmed in Error. *Jenkins Cent. 4. Caſus 83.*

Release with Warranty, a Bar to Heir of Tenant in Tail.

Warrantia Chartæ, and Counts that the Defendants Enfeoffed him, and Covenanted that they were ſeiſed of a good Eſtate in Fee, and had good Power to convey to the Plaintiff, and that the Plaintiff

The Warranty in Deeds.

Plaintiff should quietly enjoy it from all former Grants, &c. Except a Term for twenty Years to one *Barret*, of which there were not more than seven Years to come, and the said Tenants, all and singular the Premises to the Plaintiff against all Men would Warrant; and the Plaintiff saith, That at the Time of the Feoffment there were more than seven Years of the Term to *Barret* to come, and that *Boscawen* having Title to it entered and expelled the Plaintiff, and the Defendants refused to warrant the Tenements to him, and upon Issue that there were not more than seven Years to come of the Term, a Verdict was for the Defendant, and upon this Verdict it was moved, that the Defendant ought to have Costs by the Stat. 4 Jac. 1. 3. That in all Cases where the Plaintiff shall have Costs, the Defendant shall have Costs, if the Verdict be for him. And by Stat. of Glouc. 1. Costs are given in all Cases where Damages are to be recovered; and in *Warrantia Charta* the Demandant shall recover Damages, F. N. B. 135. H. 42 E. 3. 7. B. Ere. War. Char. 31. Fitz Garrantie de Char. 20, 28, 29. 18 E. 3. 42. And although that Covenant had been the proper Action in this Case of the Eviction of a Term, and not War. Char. yet inasmuch as the Tenant would accept Judgment in this Action he ought to have his Costs: *Sed Quere de hoc*. For if the Action doth not lie, Judgment ought to be against the Defendant, although the Verdict be for him. *Levinz* 3 part 321.

And now having done with Warranty, the Fifth formal Part of a Deed; we shall proceed to the Sixth formal Part, which consists of

Action of
Covenant,
&c.

The

The Covenants in Deeds.

A Covenant in a Deed is the Agreement by *Covenants* consent of two or more Parties expressed *defined.* therein, whereby the Parties Declare, Covenant or Promise to each other something that is already done, or which afterwards shall be done.

And of Covenants some are *Real*, as where a *Covenants* Man doth Covenant and Agree to pass a Real *some Real*, thing, as Lands or Tenements, by levying a Fine or otherwise, or when it doth run in the Realty so with the Land, that he who hath the one shall have the other, or he who hath the one must do the other; or else they are *Personal*, as when it *Some Per-* doth run in the Personalty, and not with the *sonal.* Land; but some Person in particular is to be charged with, or to have Benefit by it, as when one doth Covenant to build a Wall, or Repair a House, &c.

Covenants are also said to be *Inherent*, that is *Covenants* such as concern the Land, as that the Land De- *Inherent.* mised be quietly enjoyed, the House repaired or the like. Or else *Collateral*, That is, when they *Covenants* concern some Collateral thing that doth not con- *Collateral.* cern the thing Granted, as to pay Money, or build an House upon another Man's Ground, or the like.

And of these Covenants some do properly be- *Covenants* long to Estates in Fee-simple and Fee-tail, and *some belong* some to Estates for lives or years, and they may *to Fee-sim-* be placed in any part of the Deed; but the most *ple, fee-* proper place for them is, where I now place them, *tail, and* as the Sixth formal part of a Deed. The most *some to E-* usual Form and Words by which Covenants are *states for* made, are *Covenant, Promise, Grant and Agree.* And *Life or* if they are used or applied to a Deed in Fee-sim- *Years.* ple, then the Person doth Covenant for himself, *To a Deed* his Heirs and Assigns; but if by or to a Person *in Fee.* having or granting a Lease or Term for Years, *To Terms* then it must be expressed for himself, his Execu- *for Years.*

E

tors;

The Covenants in Deeds.

*Covenants
joint and
several.*

tors, Administrators and Assigns, doth Covenant, Promise, Grant and Agree, to and with the other Party, his Executors, Administrators and Assigns. And if there be more than one to Covenant, Then it may be expressed thus. If they Covenant, Jointly and Severally, That is to say. And the said *A. B.* and *C.* do hereby for themselves, and each of them for himself, and of their Heirs, Executors and Administrators, Covenant, Promise, Grant and Agree, to and with the said *C. D.* and *E. F.* and to and with either of them, their and either of their Heirs, Executors and Administrators, and every of them by these Presents in manner following, &c. But the Matter and Form both of joint and several Covenants being very different and various, according to the Nature and Circumstance of the several sorts of Deeds and Agreements therein contained. The Forms thereof will be better made to appear by the several Precedents herein after inserted.

*To Levy a
Fine, sur
cogniz,
de Droit
come ceo
per Baron
& Feme.*

*† Or before
any other
Person or
Persons
sufficiently
and law-
fully Autho-
rised in
that behalf
[which is
sometimes
added.]*

It is Covenanted, Granted, Concluded and Agreed by and between the said Parties to these Presents, And the said *A. B.* for himself, his Heirs, Executors and Administrators, and for the said *E.* his Wife doth Covenant, Grant and Agree to and with the said *C. D.* and *G. H.* their Heirs, Executors and Administrators by these Presents. That they the said *A. B.* and *E.* his Wife shall and will before the end of the Term of *St. Michael the Archangel*, next ensuing the Date hereof, by one Fine with Proclamations in due Form of Law, to be levied before the Justices of our Sovereign Lady the Queen, of her Majesties Court of Common-Pleas at *Westminster* † between the said *C. D.* and *G. H.* Plaintiffs, and the said *A. B.* and *E.* his Wife Deforceants, Recognize and Acknowledge, all that the Mannor of, &c. and all other the Lands, Tenements and Hereditaments, lying and being in the Parish of *B.* in the County of *C.* in which the said *A. B.* and the said *E.* his Wife, or either of them have or heretofore had any Estate or Inheritance in Possession, Reversion or Remainder,

mainder, with all and singular the Appurtenances thereof by some Name or Names, and Contents and Numbers of Acres in the said Fine to be contained to be the Right of the said C. D. as those which the said C. D. and G. H. have of the Gift of the said A. B. and E. his Wife, and the same shall thereby Remise and Quitclaim from them the said A. B. and E. his Wife, and their Heirs to the said C. D. and G. H. and the Heirs of the said C. D. for ever. And moreover shall by the said Fine, warrant the said Mannor and Premises, with the Appurtenances unto the said C. D. and G. H. and the Heirs of the said C. D. for ever. And moreover shall by the said Fine warrant the said Mannor and Premises, with the Appurtenances unto the said C. D. and G. H. and the Heirs of the said C. D. against them the said A. B. and E. his Wife, and the Heirs of the said A. B. for ever.

It is Covenanted, Granted, Concluded and Agreed by and between the said Parties to these Presents. And the said A. B. for himself, his Heirs, Executors and Administrators, and for the said E. his Wife doth Covenant and Grant, to and with the said C. D. his Heirs, Executors and Administrators, that he the said A. B. and E. his Wife, shall and will on this side and before the Feast of *Ascension* next ensuing the Date of these Presents, or before the Justices of our Sovereign Lady the Queen, of her Majesties Court of Common-Pleas at *Westminster*; acknowledge, and levy one Fine *sur cognizance de droit come ceo que il ad de lour done*, &c. with Proclamations according to the Form of the Statute in such Case had and provided to the said C. D. of all that Messuage or Tenement, and Lands, &c. by such Name or Names, Qualities, Quantities and Numbers of Acres, as by the said C. D. or his Counsel learned in the Law, shall be reasonably Devised, Advised or Required.

Whereas the said A. B. is seised in his Demesne as of Fee, of and in one parcel of Ground, called *several* or known by the Name of D. lying and being in *Persons*,
K 2 the &c.

The Covenants in Deeds.

the Parish of *F.* in the County aforesaid, containing by Estimation twenty Acres or thereabouts which he lately Purchased of one *J. R.* of, &c. And whereas the said *C. D.* is likewise seised in his Demesne as of Fee of and in one Messuage or Tenement, with the Appurtenances, and a certain parcel of the Meadow-Grounds lying near thereunto, containing by Estimation six Acres or thereabouts, lying and being in *F.* aforesaid, which he lately Purchased of one *L. M.* of, &c. And whereas the said *E. F.* is likewise seised in his Demesne as of Fee, of and in one Messuage or Tenement, with the Appurtenances, lying and being in *F.* aforesaid, and certain Close, or parcel of Pasture Ground thereunto belonging, and adjoining, containing by Estimation ten Acres or thereabouts, which he the said *E. F.* lately Purchased of one *R. S.* of, &c. And they the said *A. B. C. D.* and *E. F.* being of the said Premises severally seised as aforesaid. Now witnesseth these Presents, That it is Covenanted, Concluded and Agreed by and between all the said Parties to these Presents, that they the said *A. B. C. D.* and *E. F.* shall on this side and before the Feast of, &c. next ensuing the Date hereof in due Form of Law, levy and acknowledge one Fine *sur cognizance de Droit come ceo*, &c. with Proclamations according to the Statute in that Case made and provided, before the Justices of our Sovereign Lady the Queen, of her Majesties Court of Common-Pleas at *Westminster*, to the said *G. H.* and his Heirs of all and singular the Premises, with the Appurtenances by the Name or Names of, &c. And that the said Fine so to be levied, shall be and enure, and shall be deemed, construed and taken to be and enure, and the said *G. H.* and his Heirs shall by vertue thereof stand and be seised of, and in all and singular the said Premises, with their and every of their Appurtenances to the several Uses hereafter mentioned and declared, and in manner and form following, [That is to say, Of and in the said parcel of Pasture Land, called

The Uses.

or

or known by the Name of *D.* with the Appurtenances thereof, to the only Use and Behoof of the said *A. B.* and his Heirs, and of, in, and to the said Messuage or Tenement, with the Appurtenances, and parcel of the Meadow-grounds, to the only Use and Behoof of the said *C. B.* and his Heirs, &c. [and so for the rest.]

It is covenanted, granted, concluded and agreed by, and between all and every the Parties to these presents. And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree to, and with the said *C. D.* and *E. F.* and either of them, their, or either of their Heirs, Executors and Administrators by these Presents; that he the said *A. B.* shall, and will at the next Assizes, or general great Sessions for Pleas, to be holden at *Lancaster*, before the Justice or Justices of our Sovereign Lady the Queen there for the time being, levy and acknowledge one Fine *sur cognizance de droit come ceo*, &c. with Proclamations thereupon to be had in due Form of Law, unto the said *C. D.* and *E. F.* and their Heirs of, and in all, and singular those several Messuages or Tenements, &c. by the Name of three Messuages, two Gardens, two Acres of Land, twenty Acres of Meadow, and forty Acres of Pasture; with the Appurtenances in *B.* in the County of *Lancaster* aforesaid, &c.

To levy a
Fine in the
County of
Lancaster

The said *A. B.* for divers good Causes and Considerations, him hereunto moving; hath covenanted, granted and agreed, and by these presents, doth for him, his Heirs, Executors and Administrators, covenant, grant and agree to, and with the said *C. D.* his Heirs, Executors and Administrators by these Presents; That he the said *A. B.* shall, and will before the Feast of, &c. next ensuing the Date of these Presents, in due Form of Law, acknowledge and levy two or more Fines *sur cognizance de droit come ceo*, &c. with Proclamations within the Counties Palatine of *Chester* and *Lancaster*, before the Queen's Majesties Justices of Assize, or before some other Person or Persons

To levy
Fines in
the Counties
of
Chester
and Lan-
caster.

The Covenants in Deeds.

in that behalf, lawfully, and sufficiently Authorized unto him the said C. D. and his Heirs, of all that, &c. [The one part being in the County of *Chester*, the other in the County of *Lancaster*] by such Name or Names, Qualities, Quantities and Numbers of Acres, as by the said C. D. or his Counsel learned in the Law shall be reasonably advised or required, &c.

To levy a
Fine in a
Court of
Ancient
Demesne.

Whereas the said A. B. is the Day of the Date of these Presents, lawfully seized of an Estate of Inheritance to him, and the Heirs-males of his Body, of and in divers Messuages, Lands, Tenements and Hereditaments, within the Liberty of H. at B. in the County of E. hereafter in these presents particularly mentioned. Now witnesseth these presents, that the said A. B. for divers good Causes and Considerations him hereunto especially moving, and for the settling, &c. doth for himself, and his Heirs, covenant, grant and agree to, and with the said C. D. his Heirs, Executors and Administrators by these presents; That he the said A. B. at his own proper Cost and Charges; shall, and will in due Form of Law, before the Feast of, &c. next ensuing the Date of these presents, acknowledge and levy one Fine in the Court of Ancient Demesne, within the said Liberty of H. at B. according to the course and common Usage for levying of Fines for Lands and Hereditaments within the said Liberty, unto the said C. D. of all those Messuages, Lands, &c. by the Name of three Messuages, three Gardens, forty Acres of Land, &c. in H. at B. aforesaid, or by such other Name or Names as shall be thought meet, &c.

To levy a
Fine with
a Render
of an Estate for
Years.

It is covenanted, granted, concluded and agreed by, and between the said Parties to these presents, for them, their Heirs, Executors and Administrators; that before the end of *Trinity* Term now next ensuing, at the Costs and Charges of the said C. D. his Executors and Administrators; one Fine, with Proclamations in due Form of Law, shall be levied and acknowledged between the said Parties

ties to these presents, in manner and form following; of one Messuage, with the Appurtenances in the Parish of, &c. and two other Messuages, &c. in and by which said Fine, the said C. D. shall remise, release, and quitclaim from the said C. D. and his Heirs, unto the said A. B. and E. his Wife; and the Heirs of the said A. B. all his Right, Title, Estate and Interest of, in, and to the aforesaid Messuages, and other the Premises, with the Appurtenances; for which Remise. Release and Quitclaim, the said A. B. and E. his Wife, shall by the said Fine. Render the said Messuages and Premises, with the Appurtenances unto the said C. D. his Executors, Administrators and Assigns; to have, and to hold the same unto the said C. D. his Executors, Administrators and Assigns from the Feast of the Nativity of St. John the Baptist next ensuing the Date hereof, for, during, and until the full end and term of one and twenty Years, from thence next ensuing, and fully to be compleat and ended: Yielding and paying therefore yearly, and every Year unto the said A. B. and E. his Wife, their Heirs, Executors and Assigns respectively, during the said Term, the yearly Rent, or Sum of Five pounds of lawful Moneys of England, at Four the most usual Feasts in the Year; that is to say, &c. or within thirty Days after either of the said Feasts: [with several Covenants to be added, as is usual in Leases.]

The Render.

It is covenanted, granted, concluded and agreed by, and between the said Parties to these presents, for them, their Heirs, Executors and Administrators; that before the end of Trinity Term now next coming, at the Costs and Charges of the said C. D. his Executors and Administrators; One Fine, with Proclamations in due Form of Law, shall be levied of certain Messuages, &c. levied and acknowledged by and between the said Parties to these presents, by the Names of, &c. in, and by which said Fine, the said C. D. shall remise, release and quitclaim from the said C. D.

Another with a Render of a Rent.

The Ren-
der.

Clause of
Distres.

and his Heirs, unto the said *A. B.* and his Wife, and the Heirs of the said *A. B.* all his Right, Title, Estate, and Interest of, in, and to the aforesaid Messuages, and other the Premises, with the Appurtenances; for which Remise, Release and Quitclaim, the said *A. B.* and *E.* his Wife, shall by the said Fine, grant and render unto the said *C. D.* his Executors, Administrators and Assigns, one Annuity or yearly Rent of twenty Pounds *per Annum*, of good and lawful Money of *England*, to be issuing, and going out of the aforesaid Messuages and Premises, with the Appurtenances, to have, hold, receive and enjoy the said Annuity of twenty Pounds *per Annum*, and every part and parcel thereof unto the said *C. D.* his Executors, Administrators and Assigns; from the Feast of, &c. next ensuing the Date hereof, unto the full end and term of one and thirty Years, from thence next ensuing, and fully to be compleat and ended, at the Feast of *St. Michael* the Archangel, and the Annunciation of *St. Mary* the Blessed Virgin, by even and equal Portions, yearly to be paid during the Term aforesaid: And if it shall happen the said yearly Rent of Twenty Pounds, or any part thereof to be behind or unpaid, in part, or in all, by the space of twenty Days, after either of the said Feasts or Days of Payment, being lawfully demanded; that then and from thenceforth it shall, and may be lawful to, and for the said *C. D.* his Executors, Administrators and Assigns, into the said Messuages and Premises, and every part and parcel thereof to enter and distrain; and the Distress and Distresses there to be found and taken, lawfully to lead, bear, drive, and carry away, and the same to detain and keep, until he the said *C. D.* his Executors, Administrators and Assigns, shall be fully paid and satisfied the said Annuity of yearly Rent, and all and every the Arrears thereof, &c.

To levy a The said *A. B.* for divers good Causes and Con-
Fine sur siderations him hereunto moving; dorth for him,
concessit. his Heirs, Executors and Administrators, and for the
the

the said E. his Wife, covenant and grant to, and with the said C. D. his Executors and Administrators by these presents: That he the said A. B. and E. his Wife; shall, and will before the end of this present Term of St. Hillary, levy one Fine *sur concessit*, with Proclamations in due Form of Law, before his Majesties Justices of the Common Pleas Court at *Westminster*, in the County of *Middx.* unto the said C. D. of all the Mannors, &c. and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every part and parcel thereof: And all Rent and Rents, and yearly Services, and other Profits whatsoever reserved and payable upon every Demise and Demises, Leases, Grants and Conveyances whatsoever; made and granted of the Premises, or any part or parcel thereof, by such Name and Names, Quantities and Qualities, as shall be thought meet and requisite; and shall thereby grant the said Mannor and Premises, with the Appurtenances unto the said C. D. to have and to hold the same, unto the said C. D. his Executors, Administrators and Assigns from the Feast of, &c. next ensuing the Date hereof, unto the full end and term of seventy Years from thence next ensuing, and fully to be compleat and ended: Rending therefore yearly unto the said A. B. and his Heirs, the yearly Rent of one Peppercorn at, &c. if the same shall be lawfully demanded.

It is mutually and respectively covenanted and concluded by, and between the said Parties to these presents: And the said A. B. doth for himself, his Heirs, Executors and Administrators, and for the said E. his Wife, Covenant and Agree to, and with the said G. H. his Heirs, Executors and Administrators by these presents: That he the said A. H. and E. his Wife, shall and will on this side, and before the Feast of &c. now next ensuing, levy and acknowledge one Fine, *sur cognizance de droit come ceo que ils ont de leur done*, &c. in due Form of Law, with Proclamations to be

To sue forth a Recovery with double Voucher

Tenant to the Prince by Fine.

had

had and made, according to the common course of Fines in such Cases used, and the Statute in that behalf made and provided, before the Justices of our Sovereign Lady the Queen, of her Majesty's Court of Common Pleas at *Westminster*, [or before some other competent Person or Persons thereunto lawfully and sufficiently Authorized,] to the said C. D. and E. F. and their Heirs, of all that the Mannor of S. in the County of B. and of all Messuages, Lands, Tenements and Hereditaments whatsoever, which are or are reputed, part or parcel of the said Mannor, or belonging, or appertaining thereunto; by such Name or Names, Quantities, Qualities, Contents and Numbers of Acres, and in such manner and form, as by the said G. H. his Heirs or Assigns; or his, or their Council learned in the Law, shall be reasonably devised, advised or required; which said Fine so, or in any other manner to be levied and acknowledged between the said Parties; shall be, and shall be construed, reputed and taken to be, to and for the Use of the said C. D. and E. F. and their Heirs; to the only end, intent and purpose, that the said C. D. and E. F. shall and may stand, and be full and perfect Tenants of the Freehold of the said Mannor, Messuages, Lands and Premises, and every part thereof: Whereof the said Fine is agreed to be levied as aforesaid, until a perfect common Recovery; shall and may be lawfully had, and executed of the said Mannor, Messuages, Lands, and Premises, against the said C. D. and E. F. and their Heirs, according to the true intent and meaning, of these Presents, and the Parties thereunto.

To suffer And it is further covenanted, concluded and agreed by, and between all the said Parties to these
Recovery Presents; and every of them, their, and every of
upon a writ their Heirs: That they the said C. D. and E. F.
Entry shall and will permit, and suffer the said G. H.
en le post. before the Feast of, &c. next ensuing the Date hereof by Writ or Writs of Entry, *sur disseisin en le post* to be sued forth, and obtained out of the
 Queens

Queens Majesties High Court of *Chancery*, and returnable before the Justices of our said Sovereign Lady the Queen, of the Court of Common Pleas at *Westminster*, in the Name of the said G. H. Demandant, against the said C. D. and E. F. being Tenants, to recover to them and their Heirs in the form of Law, according to the usual form of Common Recoveries for assuring of Lands, Tenements and Hereditaments against the said C. D. and E. F. and the Survivor of them, then Tenant or Tenants of the Premises: All and every the said Mannor, Lands and Premises with all and singular their, and every of their Appurtenances, by some Name or Names in the said Writ and Recovery to be contained; [or thus, By such Name or Names, and under such number and contents of Acres; and in such manner and form as shall be advised by the Council of the said G. H.] unto which said Writ of Entry, *sur disseisin en le post*, so to be brought as aforesaid, the said C. D. and E. F. shall appear *gratis*. And then, and immediately after appearance and defence made, shall and will in the said Action, vouch to warranty the said A. B. and E. his Wife, who shall likewise appear *gratis*, and vouch to warranty the common Vouchee, who shall also appear, imparle, and make Default, whereby a perfect Judgment may be had and given against the said C. D. and E. F. and for the said C. D. and E. F. to recover against the said A. B. and E. his Wife; and for the said A. B. and E. his Wife to recover in value against the common Vouchee. So that a good and perfect Recovery may be had with double Voucher, and Execution be had and made thereof, &c.

It is covenanted, granted and agreed by and between the said Parties to these Presents, in manner and form following: That the said G. H. shall on this side, and before the Feast of, &c. next ensuing the Date of these Presents, purchase and sue forth out of the High Court of *Chancery*, one Original Writ of Entry, *sur disseisin en le post*, against the said C. D. returnable before the Justices of

Another
with dou-
ble Voucher
&c.

The Covenants in Deeds.

of her Majesties Court of Common Pleas at *Westminster*, at a Time certain in the said Writ to be mentioned; And by the said Writ, shall demand against the said C. D. all that the Messuage and Lands, &c. [Setting forth the Particulars, and where they lie:] By such names, qualities and numbers of Acres; as by the said G. H. and his Council learned in the Law, shall be devised, advised, or required: Unto which said Writ, the said C. D. shall appear *gratis*, and take upon him the Tenancy of all and every the said Messuage, Lands, and other the Premises, with the Appurtenances, and shall vouch to warranty the said A. B. who shall appear *Gratis*, and vouch to warranty the common Vouchee, who shall likewise appear *Gratis*, and enter into the warranty, and after imparle, and make default in contempt of the Court, so that Judgment shall be given that the said G. H. shall recover the said Messuages, Lands and Premises in the said Writ to be contained, against the said C. D. and that the said C. D. shall recover over in Value against the said common Vouchee: And that Execution of the said Recovery so to be had, shall be made according to the form of common Recoveries in such Cases used and accustomed. And that the said G. H. C. D. and A. B. and the said common Vouchee, and every of them shall and will, do execute, perform and suffer, all and every such Act and Acts, thing and things whatsoever, as shall be necessary and expedient for the Prosecution of the said Recovery, and the Execution thereof, according to the form and order of Common Recoveries, with double Vouchers in such Cases used. &c.

*To make a
Tenant to
a Precipe
by bargain
and sale.*

The said A. B. for and in consideration of s. s. of lawful Money of England, to him in hand paid before the sealing and delivery hereof by the said C. D. the Receipt whereof the said A. B. doth acknowledge: And to the end and purpose that the said C. D. may be made a perfect Tenant to a Precipe, against whom a common Recovery may be had of the Mannor, and Lands hereafter mentioned:

tioned : Hath granted, bargained and sold, and by these Presents, doth for him and his Heirs, grant, bargain and sell unto the said C. D. and his Heirs, all that the said Mannor, &c. To have and to hold the said Mannor, Lands and Premises, and every part or parcel thereof, unto him the said C. D. his Heirs and Assigns for ever ; to the only Use and Behoof of the said C. D. his Heirs and Assigns for evermore.

Whereas the said A. B. hath by his Indenture *To suffer a* of Bargain and Sale bearing Date the, &c. last *Recovery*, past before the Date hereof, for the Consideration *with the* therein exprest, granted, bargained and sold unto *Recital of* said C. D. and his Heirs, all that the Mannor, &c. *the said* [to the end of the *Habendum,*] which said Bargain *former* and Sale was made to him the said C. D. and his *Deeds with* Heirs, to and for the only Use, Intent and Pur- *double* pose, that the said C. D. should be sole Tenant of *Voucher.* the Premises to a Precipe ; against whom the Recovery hereafter mentioned might be had in manner and form following. Now witnesseth this present Indenture, And it is covenanted, concluded and agreed by, and between all the said Parties to these Presents. for themselves respectively and their Heirs : That before the end of the Term of the Holy *Trinity* next ensuing the Date hereof there shall be at the only Costs and Charges of the said E. F. one Recovery in the nature of a common Recovery for Lands, Tenements and Hereditaments, in such Cases used and accustomed, had, and executed of the said Mannor, &c. in her Majesties Court of *Common Pleas* usually held at *Westminster*, by and in the Name of the said E. F. Demandant against the said C. D. Tenant of the said Mannor, &c. with the Appurtenances, who shall vouch to warranty the said A. B. who being vouched, shall appear *gratis* ; and vouch to warranty the common Vouchee, who shall appear *gratis* ; and shall enter into the warranty, and afterwards make default, to the end that a perfect common Recovery, shall and may be of the said Mannor, Messuages and Lands, with the Appurtenances

nances had and prosecuted in all things, according to the usual order and form of common Recoveries, for assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed.

To suffer a
Recovery
of Lands,
in several
Counties by
several
Writs, with
double
Voucher.
† Note, he
as made Te-
nant to the
Precipe by
a former
Deed.

It is covenanted, granted and concluded by, and between the said Parties, to these Presents, in manner and form following: That is to say, that the said C. D. † shall before the Feast of, &c. now next ensuing the Date hereof, suffer the said E. F. to pursue three of the Queens Majesties Writs of Entry, *sur disseisin en le poſt*, against the said C. D. before her Majesties Justices of the Common Pleas at *Westminster*: By one of which said Writs of Entry, the said E. F. shall demand against the said C. D. all that Mannor, &c. in the County of M. And by one other of the said Writs, the said E. F. shall demand against the said C. D. one Messuage or Tenement, with the Appurtenances, lying and being in C. in the County of S. and by the third Writ of Entry, the said E. F. shall demand against the said C. D. All that Capital Messuage, &c. situate lying and being in B. in the County of H. By which three several Writs the said Mannor, and several Messuages and Lands aforesaid, in them respectively to be contained, shall be demanded as aforesaid, by such name and names, quantities, qualities, and numbers of Acres, as by the said E. F. or his Council learned in the Law shall be thought fit. Unto which said several Writs, the said C. D. shall appear *gratis*, and after such Appearance and Defence by him made, thereto shall vouch to warranty the said A. B. who shall likewise appear *gratis*, and vouch over to warranty the common Vouchee, who shall likewise appear *gratis*, and enter into the Warranty, and after imparle and make default; whereupon the said E. F. shall have Judgment to Recover the said several Mannor, Messuages, Lands and Tenements before mentioned; against the said C. D. and that the said C. D. shall recover over in Value against the said A. B. and that the said A. B. shall

B. shall have Judgment to recover over in value against the common Vouchee : And it is likewise concluded, and fully agreed, by and between the said Parties to these Presents ; that the said C. D. London, shall likewise suffer the said E. F. to pursue the Queens Majesties Writ of Right Patent, against the said C. D. to be returnable and returned before the Mayor and Sheriffs of the City of London, in the Court of the Hustings of the said City, by which Writ of Right the said E. F. shall demand against the said C. D. All those several Messuages, lying and being in, &c. within the said City, by the Name of three Messuages, and two Gardens, with the Appurtenances of them, and every of them in the Parish of St. H. within the said City. And that at the Day of the Return of the said Writ the said C. D. shall appear thereunto, and after Defence made shall vouch to warrant the said A. B. who shall likewise appear and enter into the Warranty, and shall Vouch to Warranty the common Vouchee, who shall likewise appear imparle and make Default, and depart in Despight ; whereby the said E. F. shall have Judgment according to the Laws and Customs of the said City ; to recover the said three Messuages, and two Gardens, against the said C. D. and for the said C. D. to recover in Value against the said A. B. and for the said A. B. to recover in Value against the said common Vouchee.

It is covenanted, granted, concluded and agreed by, and between the said Parties to these Presents ; that the said C. D. shall before the Feast of, &c. purchase and sue forth against him the said A. B. at the proper Cost and Charges of the said C. D. one Original Writ of Entry, *sur disseisin en le post*, returnable before her Majesties Justices of the Court of Common Pleas at Westminster ; and shall thereby demand against the said A. B. all that the Messuage, Lands, &c. by such name or names, quantities and numbers of Acres, as the said C. D. or his Council shall advise or require : Unto which said Writ to be purchased, the said A. B. shall appear

An other Writ for by Writ of Right Patent.

To suffer a Recovery with single Voucher.

The Covenants in Deeds.

appear *gratis*, and shall vouch to Warranty the common Vouchee, who shall likewise appear *gratis*, and enter into the Warranty and imparle and make Default, that thereupon Judgment may be given that the said *C. D.* shall recover the said Messuage, Lands and Premises, with the Appurtenances against the said *A. B.* and that the said *A. B.* shall recover in Value against the common Vouchee, so that a perfect Recovery may be thereupon had: And that the said Parties to these Presents, and the said common Vouchee, shall at the Cost and Charges in the Law of the said *C. D.* make, do, suffer and execute, all and every matter and thing, matters and things whatsoever, meet necessary and expedient for the prosecution of the said Recovery, according to the course of common Recoveries with single Voucher, &c.

An other with single Voucher more brief. It is covenanted, concluded, and agreed by, and between the said Parties to these Presents, for them and their Heirs; that before the end of the Term of the Holy Trinity, next ensuing the Date hereof; there shall be at the only Cost and Charges of the said *C. D.* one Recovery with single Voucher, in the nature of common Recoveries for Lands, Tenements and Hereditaments in such cases used and accustomed, had and executed in his Majesties Court of *Common Pleas* usually holden at *Westminster*, of all that Mannor, &c. against the said *A. B.* Tenant of the said Mannor and Premises, with the Appurtenances, who therein shall vouch to warranty the common Vouchee, who thereupon shall appear *gratis*, and enter into the Warranty, and afterwards make default, to the end that one perfect Recovery shall and may be of the said Mannor, Messuages and Lands, with the Appurtenances had and prosecuted in all things, according to the usual order and form of common Recoveries for assurance of Lands, Tenements and Hereditaments in such Cases used and accustomed, &c.

Witnesseth,

Witnesseth, that the said *A. B.* for divers good *An other*
 Causes and Considerations him hereunto moving; *with single*
 doth for him, his Heirs, Executors and Admini- *Voucher, by*
 strators, covenant and grant, to and with the said *a Man and*
C. D. his Heirs and Assigns by these Presents; *his Wife.*
 That he the said *A. B.* and *E.* his Wife, shall and
 will permit and suffer the said *C. D.* to prosecute
 one Writ of Entry, *sur disseisin en le poſt*, against
 them the said *A. B.* and *E.* his Wife, of and for
 all that Mannor, *&c.* with their and every of
 their Appurtenances, by such name or names,
 quantities and numbers of Acres, and in such
 sort, manner and form, as by the said *C. D.* or
 his Council learned in the Law, shall be reasona-
 bly devised, advised or required: The which said
 Writ of Entry so as aforesaid, or in any other
 manner to be brought shall be returnable in such
 Court or Courts, and before such Judges or Ju-
 stices, as the said *C. D.* or his Council learned in
 the Law, shall advise or direct before the end of
Michaelmas Term now next coming, after the Date
 of these Presents: And the said *A. B.* and *E.* his
 Wife shall thereunto appear *gratis*, and vouch o-
 ver to Warranty the common Vouchee, who shall
 also appear *gratis*, and after Imparlance had shall
 make Default, and depart in contempt of the
 Court, whereby one common Recovery shall or
 may be had or suffered against them, the said *A.*
B. and *E.* his Wife, of and for the said Mannor,
 according to the usual course of common Reco-
 veries, for assurance of Lands and Tenements in
 such Cases used and accustomed, *&c.*

Whereas the said *A. B.* and *E.* his Wife, in *An other*
 right of the said *E.* do now hold and are lawfully *by Tenants*
 intituled to hold and enjoy, for and during *for Life,*
 the natural Life of the said *E.* one Messuage *&c. and he in*
 The Reversion of which said Messuage with the *Reversion*
 Appurtenances, from and after the Decease of the *in Lon-*
 said *E.* doth lawfully belong unto the said *C. D.* don.
 and the Heirs of his Body: Now Witnesseth these
 Presents, That it is covenanted, granted, con-
 cluded, and agreed by, and between the said Par-
 ties,

ties, for themselves and their Heirs, that the said *A. B.* and *E.* his Wife, and the said *C. D.* shall before the Feast of, &c. now next coming, permit and suffer the said *E. F.* in and by a Writ of Right Patent according to the Custom of the said City of *London*, in due form of Law, with single or double Voucher or Vouchers to recover against them the said *A. B.* and *E.* his Wife, and the said *C. D.* the said Messuage or Tenement, and all other the Premises, with the Appurtenances, in such manner and form as by the Council learned in the Law of the said *E. F.* shall be reasonably devised or advised, &c.

Another in London It is covenanted, granted, concluded, and agreed by, and between all the said Parties to these Presents: And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and grant, to and with the said *G. H.* and *I. K.* and either of them, their, and either of their Heirs, Executors and Administrators by these Presents; That he the said *A. B.* shall and will within one Month, next ensuing the Date of these Presents; make and execute, or cause to be made and executed, unto the said *C. D.* and *E. F.* a good perfect and absolute Estate, in the Law in Fee-simple, of and in all those Messuages, &c. lying and being in the Parish of, &c. *London*, and also of, and in the Reversion and Reversions of all, and singular the Premises; to the end, intent and purpose that the said *C. D.* and *E. F.* and their Heirs, may stand, and be seised of the said Premises, and become perfect Tenants of the Freehold thereof; so that within two Months next after the making and execution of the said Estate, to them the said *C. D.* and *E. F.* as aforesaid; the said *G. H.* and *I. K.* or the Survivor of them, shall and may bring and pursue the Kings Majesties Writ of Right Patent, out of his Highness Court of *Chancery*, against the said *C. D.* and *E. F.* or the Survivor of them, to be directed to the Mayor and Sheriffs of the City of *London*: By which Writ of Right Patent, the said *G. H.* and *I. K.* or the

the Survivor of them in the *Guild Hall* of the said City, before the said Mayor and Sheriffs in the Court of *Hustings*, according to the Custom of the said City, shall demand against the said C. D. and E. F. or the Survivor of them: The said Messuages or Tenements, and all and singular other the Premises, with the Appurtenances, by such names or quantities, as shall be reasonably devised or advised by the Council of the said G. H. and I. K. or the Survivor of them: Unto which said Writ the said C. D. and E. F. or the Survivor of them, shall appear *gratis*, and after Declaration and Defence made thereupon, shall vouch to Warranty the said A. B. who shall appear *gratis*, and enter into the Warranties, and vouch over to Warranty the common Vouchee, who shall appear *gratis*; and imparle, and after make default in contempt of the Court, whereby Judgment shall be given in the said Writ, for the said G. H. and I. K. against the said C. D. and E. F. and for the said C. D. and E. F. to recover in value against the said A. B. and for the said A. B. to recover over in value against the said common Vouchee, and Execution thereof shall be had and sued in such sort, that a perfect Recovery with double Vouchers, shall be had and duly executed of all and singular the Premises, &c.

A Covenant to levy a Fine from A. B. to C. D. To suffer a and then add as followeth, Which said Fine, so or Recovery in any other manner to be levied and acknow- of Lands ledged of the Premises, between the said Parties, in Antient shall be, and shall be construed, and taken to be, Demeasne to and for the use of the said C. D. and his Heirs, with dou- to the only intent and purpose, that the said C. D. ble Vouch- may stand and be full and perfect Tenant of the ers, the Te- said Messuages, Lands and Premises, and every nent to the part thereof: Whereof the said Fine is agreed to Præcipe be levied as aforesaid, until a perfect common being made Recovery, shall and may be lawfully had, and ex- by Fine ecuted of the Messuages, Lands and Premises, a- gainst the said C. D. and his Heirs, according to the true intent and meaning of these presents, and

The Covenants in Deeds.

and of the Parties thereunto : And it is covenanted, granted, concluded and agreed by and between all the Parties to these Presents : That he the said *E. F.* at his own proper Cost and Charge, shall and will before the Feast of, &c. now next ensuing the Date hereof, purchase or cause to be purchased, one or more Writ or Writs of Right Close, directed to the Judges, Bailiffs or others that have Power to hold Plea in Suits Real arising within the said Liberty, and shall prosecute the said Writ or Writs, in the nature of her Majesties Writ or Writs of Entry, *sur disseisin en le poſt*, at the common Law, after the manner and course of common Recoveries there used and accustomed, against the said *C. D.* and shall thereby demand against the said *C. D.* the said Messuages, Lands, Hereditaments and Premises, with the Appurtenances, by such names and quantities of Acres as in the said Fine shall be expressed, or by any other name or names, and quantities of Acres, as shall be thought fit, situate and being within the said Liberty of *H.* at *B.* Unto which Writ or Writs the said *C. D.* shall appear, and shall vouch to Warranty the said *A. B.* And the said *A. B.* shall also appear upon the said Voucher in the said Court, and shall vouch to Warranty the common Vouchee ; who shall appear and imparle, and afterwards make default, whereby a perfect Judgment may be had and given for the said Demandant in the said Writ, against the said *C. D.* for the Recovery of the said Messuages, Lands and Premises ; and that he the said *C. D.* shall recover over in Value against the said *A. B.* and that the said *A. B.* shall recover over in Value against the said common Vouchee, after and according to the course of common Recoveries in such cases used in the Court of the said Liberty of *H.* at *B.*

— Or thus : Unto which Writ or Writs, the said *C. D.* shall appear, in his proper Person, or by his Attorney or Attorneys lawfully and sufficiently authorized, and shall vouch to Warranty the said *A. B.* and that the said *A. B.* shall appear upon the said Voucher in the said Court, in his

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his proper Person, or by his Attorney or Attornies lawfully Authorized in that behalf, and shall vouch to Warranty the common Vouchee, who shall appear and imparle, and afterwards make Default, &c. *ut supra*.

It is covenanted, granted, concluded and agreed by, and between the said Parties to these Presents : That the said *A. B.* before the &c next ensuing; the Date hereof shall permit and suffer the said *C. D.* to affirm and pursue against the said *A. B.* in the Court Baron of the Mannor of *L.* in the County of *M.* one Plaint in the nature of a Writ of Entry, *sur disseisin en le poſt*, of all and ſingular that his Meſſuage, and twenty Acres of Meadow, with the Appurtenances adjoining thereunto, abutting, &c. ſituate, lying and being within the ſaid Mannor of *L.* which ſaid Meſſuage the ſaid *A. B.* late had, in Remainder of the ſaid Surrender of *C. B.* his Father, by the name of, &c. [*pro ut en le Copie*] as by the Court Roll of the general Court of the ſaid Mannor, holden at *H.* on the twenty ſeventh Day of, &c. laſt paſt before the Date hereof, amongſt other things more fully, it doth and may appear: And that the ſaid Plaint ſhall be affirmed, entred and purſued of all and every the Premises with the Appurtenances in *H.* within the Jurisdiction of the Court of the ſaid Mannor of *H.* To and upon which Plaint to be affirmed and entred as aforeſaid; he the ſaid *A. B.* ſhall appear in his own proper Perſon, or by his Attorney lawfully authorized in that behalf, and ſhall make his Defence thereunto according to Law, and vouch to Warranty of and for the Premises one *I. M.* who ſhall appear and enter into the Warranty, and after make default; according to the manner and form of common Recoveries in Writs of Entry, *ſur diſſeiſin en le poſt*, whereby the ſaid *C. D.* ſhall have Judgment to Recover the ſaid Meſſuage and twenty Acres of Meadow and other the Premises againſt the ſaid *A. B.* and the ſaid *A. B.* to recover over in Value againſt the ſaid *I. M.* according to the manner and form of common Recoveries, for

To ſuffer a Recovery in a Court Baron.

The Covenants in Deeds.

Lands and Tenements : which said Recovery, the said *A. B.* shall suffer to be executed by Precept, or Warrant out of the said Court in the nature of a Writ of *habere fac. seisinam*, according to the order or manner of the common Law : And it is further covenanted, granted, concluded and agreed by, and between the said Parties ; that the said Recovery and the Estate of the Premises, to be had, obtained and recovered thereby, or by reason thereof, shall be to the Use of the said *C. D.* his Heirs and Assigns for ever ; according to the Custom of the said Mannor, and to no other Use, Intent or Purpose whatsoever. In witness, &c.

Covenant
to make
assurance
of Lands.

The said *A. B.* for and in Consideration of, &c. doth for him his Heirs, Executors and Administrators Covenant and Grant, to and with the said *C. D.* his Heirs and Assigns by these Presents : That he the said *A. B.* his Heirs or Assigns, shall and will on this side, and before the Feast of, &c. next ensuing the Date of these Presents, at and upon the reasonable Request, and Cost and Charges in the Law of the said *C. D.* his Heirs or Assigns by Fine or Fines, with Proclamations in due form of Law to be levied, Feoffment or Feoffments, Recovery or Recoveries, with single or double Voucher or Vouchers ; or by any such good and sufficient means, conveyance or assurance in the Law, as by the said *C. D.* his Heirs or Assigns, or his or their Council learned in the Law, shall be in that behalf lawfully and reasonably devised or advised, convey and assure, or cause to be conveyed and assured unto said *C. D.* his Heirs and Assigns : All that Messuage, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof, with the Appurtenances ; as also all and singular Deeds, Evidences, Escrits, Muniments, and Writings whatsoever, touching or concerning the said Messuage, &c. and Premises, with the Appurtenances, or any part or parcel thereof : To have and to hold the said Messuage, &c. and other the Premises, with the

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Appurtenances, unto the said C. D. his Heirs and Assigns for ever : and that the said Fine and Fines, Recovery and Recoveries, and the Execution thereof, as likewise all Conveyances and Assurances whatsoever, to be had and made according to the Tenor, Effect, and true Meaning of these Presents, shall be and enure, and shall be construed, reputed and taken to be, and enure to the only Use and Behoof of the said C. D. his Heirs and Assigns, and to no other Use, Intent and Purpose whatsoever : (With usual Covenants from A. B. that he is lawfully seised of an Estate of Inheritance, hath power to sell, that C. D. shall enjoy, free from Incumbrances, and for further Assurances :) In witness, &c.

And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant, to and with the said C. D. his Heirs and Assigns by these Presents : That all and every the now holders and occupiers of the Premises above-said, shall and will before the Feast of, &c. now next coming, attorn and become Tenants, unto the said C. D. his Heirs or Assigns of, and for their several and respective Tenements, whereof or wherein, they or any of them, have or hath any particular Estate or Estates in being, and which are parcel of the Premises before-mentioned, to be granted.

And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree to, and with the said C. D. his Heirs and Assigns by these Presents : That if the said C. D. his Heirs or Assigns, shall at any Time or Times hereafter, have need or occasion to plead, shew forth, or give in Evidence, any Letters Patents, Deeds, Evidences or Writings, [whereof the said A. B. hath covenanted to deliver Copies as aforesaid, and which are not hereby bargained or sold,] of him the said A. B. touching or concerning the Premises, or any part thereof ; for the maintenance or defence of the Title of the said C. D. of, in, and to the Premises, or any part thereof, or for any other just or reasonable oc-

The Covenants in Deeds.

caſion, in any wiſe touching or concerning the Premises, or any part thereof: That then and ſo often the ſaid *A. B.* his Heirs and Assigns upon Requeſt in that behalf to be made by the ſaid *C. D.* his Heirs and Assigns, and at the Coſt and Charges of the ſaid *C. D.* his Heirs and Assigns, ſhall and will produce and ſhew forth, or cauſe to be produced and ſhewed forth, all and ſingular the ſaid Letters Patents, Deeds, Evidences and Writings, or ſo many of them as ſhall be thought needful by the ſaid *C. D.* his Heirs or Assigns, in any Court or Courts of Record, or elſewhere; for the maintenance or defence of the Title of the ſaid *C. D.* of, in, or to the ſaid bargained Premises, or any part or parcel thereof, or for any juſt or reaſonable cauſe as aforeſaid, and ſhall and will permit and ſuffer the ſame there to remain ſo long as the ſaid *C. D.* his Heirs or Assigns ſhall have occaſion for the neceſſary Uſe thereof.

*Covenant
to pay back
Purchase-
Money up-
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And it is covenanted, granted, concluded, and fully agreed by, and between all the ſaid parties to theſe preſents: And the ſaid *A. B.* for him, his Heirs, Executors and Adminiſtrators, and for every of them doth covenant, grant and agree, to and with the ſaid *C. D.* his Heirs and Assigns by theſe preſents: That if it ſhall happen at any time or times hereafter, [within the ſpace of Ten Years to be computed from the Day of the Date hereof] the ſaid Meſſuage or Tenement, and other the Premises herein before-mentioned to be bargained and ſold, or any part or parcel thereof, upon any prior or former Title, to be by any perſon or perſons whatſoever recovered, or otherwiſe lawfully Eviſted from the ſaid *C. D.* his Heirs or Assigns by due courſe of Law, or that any Decree in or upon any Bill of Complaint in Court of Equity, ſhall paſs or be made. or that any Judgment in any Suit or Action real or perſonal ſhall be given againſt him the ſaid *C. D.* his Heirs or Assigns, whereby his and their Title, of, in and unto the ſaid Premises, or any part or parcel thereof, may be in any wiſe avoided, adnulled or defeated: That then, and in ſuch Caſe, he the ſaid *A. B.* his Executors,

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tors or Administrators, next after such Recovery, Eviſtion, Decree, or Judgment, ſo to be had, given, or paſſed as aforeſaid ſhall within ſix Months notice thereof to be given, and reaſonable Requeſt in that behalf to be made, unto him the ſaid *A. B.* his Executors or Administrators, pay or cauſe to be paid unto the ſaid *C. D.* his Heirs or Assigns, ſo much lawful Money of *England*, as the ſaid Premises, or any part thereof, ſo happening to be Eviſted, or Recovered, or whereunto the Title of the ſaid *C. D.* his Heirs or Assigns, ſo ſhall be in any wiſe avoided, adnulled or defeated as aforeſaid, ſhall amount unto after the Rate of eighteen Years purchaſe for the yearly Value thereof, according to the Rate, that the ſame was valued at, upon the purchaſe thereof, by him the ſaid *C. D.* as aforeſaid.

And the ſaid *A. B.* for himſelf his Heirs, Executors and Administrators, doth covenant and grant, to and with the ſaid *C. D.* his Heirs and Assigns by theſe preſents: That if the ſaid *C. D.* ſhall at any time, within the ſpace of two Years next enſuing the Date hereof, diſlike of the purchaſe of the ſaid Meſſuage, Lands and Premises, and thereof within the Time aforeſaid, ſhall give notice in Writing unto the ſaid *A. B.* his Heirs, Executors or Administrators: That then he the ſaid *A. B.* his Heirs, Executors or Administrators, ~~and~~ ſhall ~~will~~ within three Months after ſuch notice given, and after a Reconveyance made thereof, by the ſaid *C. D.* his Heirs or Assigns, unto the ſaid *A. B.* his Heirs or Assigns, free from all Eſtates, Charges and Incumbrances whatſoever, had made or ſuffered by the ſaid *C. D.* his Heirs or Assigns, at the Coſt and Charges of the ſaid *A. B.* his Heirs or Assigns, in ſuch manner and form, as the ſaid *A. B.* his Heirs or Assigns, or his or their Counſel ſhall reaſonably adviſe, well and truly pay, or cauſe to be paid unto the ſaid *C. D.* his Heirs or Assigns for their purchaſe of the Premises, the Sum of *&c.* of lawful Money of *England*; at the now Dwelling Houſe of the ſaid *C. D.* ſituate in *G.* aforeſaid. Provided always, that if the ſaid *C. D.* his Heirs or Assigns, ſhall not with-

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To pay a further Sum, if the Purchaser like the Premises. in the space of two Years signify as aforesaid, his dislike of the said Purchase : That then he the said C. D. his Heirs or Assigns, shall and will pay or cause to be paid, unto the said A. B. his Heirs or Assigns, the further Sum of, &c. of lawful Money of England, (over and above the Moneys by him already paid) for the clear and absolute purchase of the said Messuage, Lands and Premises within one Month after the End or Determination of the said two Years.

Covenant not to claim Dower, with a Release. To all, &c. Know ye that the said A. B. for and in Consideration of the Sum of 500 l. of lawful Money of England, to her in Hand paid before the sealing and delivery hereof, by C. D. of, &c. who lately purchased of E. B. since deceased late Husband of the said A. B. a Messuage and Lands, lying and being, &c. whereof he the said E. B. was seized of some Estate of Inheritance, during the Coverture between him the said E. B. and the said A. B. The Receipt whereof the said A. B. doth hereby acknowledge : Hath covenanted, granted, concluded and agreed, and doth by these presents ; covenant, grant, conclude and agree, to and with the said C. D. his Heirs and Assigns, that the said A. B. or her Assigns shall not at any time hereafter, sue for Challenge or Demand, by Writ of Dower or otherwise, any Dower or Title of Dower, out of the said Messuage and Lands, or any part thereof : But that the said C. D. shall and may lawfully and quietly enjoy the said Messuage and Premises, without the let or interruption of the said A. B. or any person or persons whatsoever, lawfully claiming by, from, or under the said A. B. And the said A. B. for the Consideration aforesaid : Hath remised, released, and for ever quit-claimed, and by these presents doth remise, release, and for ever quit-claim unto the said C. D. his Heirs or Assigns, all and all manner of Dower and Right, and Title of Dower whatsoever, which she the said A. B. now hath, may, might, should, or of right ought to have of, in and to the said Messuage and Lands, and of, in or

to any part or parcel thereof; So that neither she the said *A. B.* nor any other for her, or in her Name any manner of Dower, or Writ, or Action of Dower, or any manner of Right or Title of Dower, of or in the said Messuage or Lands, or any part or parcel thereof at any time hereafter, shall, or may, have or claim, or prosecute against the said *C. D.* his Heirs or Assigns or any of them, but of, and from the same shall be utterly barred and for ever excluded, by these Presents: In witness, &c.

And the said *A. B.* and *C. D.* severally, and not jointly, nor one of them for the other; and for their several and respective Heirs, Executors and Administrators, and for every of them respectively do covenant, &c. — Or thus: And the said *A. B.* and *C. D.* for themselves severally and respectively; that is to say, each of them for himself, and for his several Heirs, Executors and Administrators, and for so much as concerneth, or may concern his own Act or Acts only, and not one of them for the other, nor for the Act or Acts of the other; or of the Heirs, Executors or Administrators of the other doth severally, and not jointly covenant, &c. — Or thus: And the said *A. B.* and *C. D.* severally and respectively each one for himself only, and for his respective Heirs, Executors, Administrators and Assigns, and not jointly, nor one of them for the other; nor for the Act or Acts, Deed or Deeds, Matter or Thing of the other; doth covenant, &c. Or thus: And the said *A. B. C. D.* and *E. F.* for themselves severally and not jointly, nor one of them for the other, and for their and every of their several and respective Heirs, Executors and Administrators doth covenant, &c.

And the said *A. B.* for himself, his Heirs, Executors and Administrators; and for the said *E. B.* his Wife doth covenant, &c. Or let him covenant singly, that he and his Wife, or that his Wife only shall do such an Act. And if two Men and their Wives covenant severally; then it may be thus:

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thus: And the *A. B.* himself, and for the said *E. B.* his Wife, and the said *C. D.* for himself, and for the said *E. D.* his Wife, do respectively and severally, and for their several and respective Heirs, Executors and Administrators, and not one of them for the other, nor for the Wife of the other; nor for the Heirs, Executors or Administrators of the other, do covenant, grant, &c. Or thus: And the said *A. B.* and *C. D.* for themselves, and for their said Wives respectively, their Heirs, Executors and Administrators do severally and respectively covenant, &c. to, and with the said *E. B.* and *G.* his Wife, and every of them, their and every of their Heirs, Executors and Administrators by these presents, &c.

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And it is covenanted, granted, concluded and agreed, by and between all and every the said Parties to these presents, for the consideration aforesaid, That in case any of the said Mannors, &c. intended to be comprized in the said Fine or Fines, Recovery or Recoveries, shall be omitted or left out, and not be comprized in the Fine or Fines, Recovery or Recoveries, or in case there shall happen to be any defect in the Assurance of the Premises, or any part thereof, according to the intent and true meaning of these presents, That then they the said *A. B.* and *C. B.* their Heirs and Assigns, and all and every other person and persons, which now are, or hereafter shall be seised of, and in such the said Mannors, &c. as shall be so omitted or left out, and not comprized as aforesaid, or whereof such Fine or Fines, Recovery or Recoveries shall not be levied and had, or whereof the Assurance hereby intended to be made, shall be any way defective, shall stand and be seized thereof, and of every part and parcel thereof, with their and every of their Appurtenances, and of the Reversions thereof, to the uses, and for the several and respective Estate and Estates thereof, hereby, and herein before severally and respectively limited, unto the person or persons before named, and every of them,

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under the several Provisoos herein before-mentioned, and to none other uses, intents or purposes whatsoever.

And it is covenanted, granted and agreed, by *Another.* and between all and every the said Parties to these presents, for them and every of them, their and every of their Heirs, That the said *A. B.* his Heirs and Assigns, and all and every other person or persons, and their Heirs, which from and after the said Feast of, &c. next coming, shall stand and be seized of all or any the said Manors, &c. and other the Premises before-mentioned. with the Appurtenances, or any part or parcel thereof: And which before the said Feast of, &c. next coming, after the Date hereof, shall be not well and sufficiently, by Fine, Recovery, or otherwise conveyed and assured to the several uses, purposes and intents, before in these presents mentioned; or whereof no such Fine or Fines, Recovery or Recoveries as is aforesaid, shall be before the said Feast Day of, &c. as aforesaid, had, levied, knowledged and suffered of and in every part and parcel thereof, according to the intent and true meaning of these presents, shall at all time and times, from and after the said Feast of, &c. for the consideration herein before expressed, stand and be seized of and in the same and every part thereof, to the several uses, purposes and intents, before in and by these presents expressed, limited and appointed, and in such sort, manner, form, quality, degree, nature and condition, and of and for such Estate and Estates, and under and upon such Provisoos, Limitations and Authorities (according to the true intent and meaning of these present Indentures) in such ample, large and beneficial manner and form, to all intents, constructions and purposes, as the same should or ought to have grown, been raised, or taken any Effect, in case the said several Fine and Fines, Recovery and Recoveries, so before in and by these presents covenanted, mentioned, intended or agreed, to be had, levied, knowledged

ed or suffered, had been perfectly had and executed, according as is before in these presents expressed.

That he is owner, and hath Power to convey to Uses &c. And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth Covenant and Grant to and with, &c. That he the said *A. B.* now is, and at the time of making and executing of the said Conveyances and Assurances, shall be the true and perfect owner of the said Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, and shall be then thereof lawfully seized in Possession of an absolute Estate in Fee-simple, and shall then have full Power, Right, Title and Authority, to pass, convey and assure the Premises, with the Appurtenances, to the Uses, and according to the effect aforesaid.

Another.

And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and grant, to and with the said *C. D.* and *E. F.* their Heirs and Assigns, and to and with every of them by these presents, That for and notwithstanding any Act or Thing whatsoever, done, or to be done or suffered, by the said *A. B.* to the contrary, he the said *A. B.* now is, and so at the time when the first Estate of and in the said Mannor, &c. and every part and parcel thereof, shall be conveyed and assured to the said *C. D.* and *E. F.* their Heirs and Assigns, to the Uses aforesaid, shall stand and be seized thereof, and of every part and parcel thereof, of a good, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple or Fee-tail, without any Reversion or Remainder in the Crown, or without any Covenant or Use, to alter, change or determine the same: And also, that he the said *A. B.* for and notwithstanding any Act or Thing done or suffered, or to be done or suffered by him to the contrary, as aforesaid, hath, and so at the time of the Execution of the said first Estate, of and in the said Mannor, &c. and every part and parcel thereof, with their and every of their Appurtenances, to the said *C. D.* and *E. F.* their Heirs and Assigns, shall

shall have full Power, good Right, and lawful Authority, to grant, convey and assure the said Mannor, &c. with their and every of their Appurtenances, to the said C. D. and E. F. their Heirs and Assigns, to the uses, intents and purposes aforesaid.

And the said A. B. for himself, &c. doth covenant, &c. That he the said A. B. at the time of the Sealing and Delivery of these presents, is and standeth seised of a good, perfect and indefeasible Estate in Fee-simple, of and in the said Mannor, Messuages, Lands, &c. and of and in every part and parcel thereof, and that he hath full Power, good Right, and lawful Authority, in his own Right, by these presents, to raise, limit and appoint, the aforesaid several Uses and Estates, in manner and form aforesaid.

Another briefly added to a Covenant, to stand seised to Uses.

And the said A. B. for himself, his Heirs, Executors and Administrators, and for every of them, doth by these presents covenant, promise and grant, to and with the said C. D. and E. F. their Heirs and Assigns, and every of them, That the said Mannor, Messuages, &c. and all and singular other the Premises, with the Appurtenances, now are and be, and so at all times hereafter, and from time to time shall be, remain and continue, unto the uses, intents and purposes, before, in and by these presents limited, expressed or declared, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise upon every reasonable Request in that behalf to be made, well and sufficiently saved, defended and kept harmless, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Uses, Wills, Intails, Fines, Feoffments, Recoveries, Statutes Merchant, and of the Staple, Recognizances, Judgments, Executions, and of and from all other Charges, Titles, Troubles and Incumbrances whatsoever, had, made, committed or done, or to be had, made, committed or done by the said A. B. or by any other person or persons whatsoever, by his means,

That the Thing set led is free from Incumbrances

means, consent or procurement (all such Leases, particular Estates and Interests, as he the said *A. B.* hath heretofore made to any person or persons whatsoever, of or upon the said Mannor, Messuages, Lands, Tenements, Hereditaments, and other the Premises, or of or upon any part or parcel of them, upon which Leases and Estates there is reserved the old and accustomed yearly Rent or Rents, or more, which shall continue yearly due and payable, during the several Terms, Estates and Interests aforesaid, only excepted and fore-prised.)

Answer.

After the Covenant, that he is Owner, and hath power to settle, &c. then add, And that he the said *A. B.* shall and will from time to time, and at all times hereafter, acquit, discharge, or otherwise from time to time, upon reasonable Notice and Request, sufficiently save harmless, as well the said Mannor, Messuages, &c. as also all such person and persons, to whom any Use or Estate is before by these presents limited or appointed, of, from, touching and concerning all, and all manner of former and other Bargains, Sales, Gifts, Grants, Fines, Feoffments, Estates, Intails, Recoveries, Executions, Limitations of Use and Uses, &c. as in the former Covenant.

*Another
with Ex-
ceptions.*

And that the said Mannor, Messuages, &c. and Premises, and every part and parcel thereof, with the Appurtenances, now be and are, and so from time to time, and at all times hereafter for ever, shall or may remain or continue unto the Uses and Intents aforesaid, and according to the true intent and meaning of these presents, clearly acquitted and discharged, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Joyntures, Statutes, Recognizances, Judgments, Extents, and Executions, and of and from all other Titles, Charges, Troubles and Incumbrances whatsoever, had, made, suffered or done by him the said *A. B.* or by any other person or persons whatsoever, lawfully claiming by, from or under him (except
one

one Indenture of Lease bearing date, &c. made and granted by G. B. (late Father of the said A. B.) deceased, to &c. for the term of, &c. under the yearly Rent of, &c. [if there be more Leases, bring them in here.] And without the Let, Interruption, Challenge, Claim, Disturbance or Incumbrance of, or by him the said G. B. or any person or persons whatsoever claiming or to claim by or under him, or his Estate, Right, Title or Interest, except such person or persons, as shall or may claim by or under the Leases before excepted: Or thus, — Except such person or persons, as shall or may lawfully claim by or under the Leases before excepted, or either of them, and for the several and respective Terms, thereby demised or granted only.

And the said A. B. for himself, his Heirs, Executors and Administrators, doth Covenant and Grant, &c. That he the said A. B. his Heirs and Assigns, shall and will permit and suffer the said C. B. and all and every other person or persons, to whom the said Mannor, Messuages, &c. and other the Premises, or any part or parcel thereof, shall happen to come, or of Right ought to come by these presents, peaceably and quietly to have, hold, occupy, possess and enjoy all and singular the said Mannor, Messuages, Lands, Tenements and Hereditaments, before, in and by these presents mentioned and expressed, without any manner of Let, Trouble, Eviction, Disturbance, Suit, Vexation or Expulsion of the said A. B. his Heirs or Assigns, or any other person or persons whatsoever, lawfully having, claiming or pretending to have any Estate or Title, from by or under the said A. B. his Heirs or Assigns, according to the intent, form and true meaning of these presents.

And that he the said C. B. and all and every other person or persons, to whom any Use is before by these presents mentioned, intended, limited, appointed or declared, shall or lawfully may quietly and peaceably have, hold, occupy and enjoy

The Covenants in Deeds.

joy the said Premises, with the Appurtenances, and every part and parcel thereof, according to the true meaning of the Uses before declared, and the Assurances hereafter to be made and passed in that behalf, without any Let, Suit, Vexation, Hindrance, Expulsion, Eviction, Interruption or Trouble of the said *A. B.* his Heirs or Assigns, or any other person or persons whatsoever, lawfully claiming from, by or under him or them, or by his or their means, assent, command or procurement.

Not to do any Act to Impeach the Settlement. And that he the said *A. B.* shall not at any time or times hereafter, make, do, assent unto, acknowledge, execute or willingly suffer any manner of Estate, Conveyance, Assurance, Act, Thing, Matter or Devise whatsoever, whereby, or by reason whereof, the Uses and Estates before declared, or any of them, for, touching or concerning the said Mannor, Messuages, Lands and Tenements, or any part or parcel thereof, shall or may be discontinued, cut off, debarred, overthrown or made void, or whereby the said *E. B.* or any of the said Sons, or any Heir of any of their Bodies lawfully begotten, or the Heirs of the Body of the said *C. B.* upon the Body of the said *M. B.* lawfully begotten or to be begotten, shall or may by any means be defeated, defrauded, excluded or disinherited of the Premises, or any part or parcel thereof, or of any Use or Estate hereby to him, them, or any of them appointed, limited or intended, or to be contained or mentioned in any of the said Conveyances or Assurances, contrary to the true meaning of these presents; or whereby, or by reason whereof the said *A. B.* shall or may in any sort or degree be disabled, perfectly sufficiently and surely, to make, pass, convey and assure the said Mannor, Messuages, Lands and Tenements, or any part or parcel thereof, according to the Uses and Limitations in these presents expressed or declared, and according to the purport, intent and true meaning hereof.

And

And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth Covenant, Promise and Grant to and with the said *C. D.* and *E. F.* their Heirs and Assigns by these presents, That he the said *A. B.* and his Heirs, and all and every other person and persons, lawfully claiming, or to claim, by, from or under him (except such as shall or may claim, by or under the Leases before excepted) shall and will from time to time; and at all times hereafter, upon the reasonable Request, and at the Costs and Charges in the Law, of the said *C. D.* and *E. F.* or either of them; their, or either of their Heirs or Assigns, make, do, acknowledge, suffer and execute, All such further Act and Acts, Thing and Things, Assurance and Assurances in the Law whatsoever, for the further and better assuring of the said Premises, and every part thereof, to the Uses, Intents and Purposes aforesaid, as by them the said *C. D.* and *E. F.* or either them, their, or either of their Heirs or Assigns, or their, or either or any of their Counsel learned in the Law, shall be in that behalf, reasonably devised, or advised and required. And that all Fines and other Assurances, at any time hereafter to be had, levied, suffered or executed, of the Premises, or any part thereof, by or between the said Parties, or any of them, shall be, and shall be adjudged, deemed and taken to be, to the Uses, Intents and Purposes in these presents mentioned, limited and declared, and to no other use, intent or purpose whatsoever.

For further Assurance.

And the said *A. B.* for himself, his, &c. doth Covenant and Grant to and with, &c. That he the said *A. B.* his Heirs and Assigns, shall and will from time to time, and at all times hereafter, within the space of seven Years next ensuing the Date of these presents, at and upon every reasonable Request, and at the only Cost and Charges in the Law of the said, &c. and either of them, their and either of their Heirs or Assigns, further do make, acknowledge, execute and

Another.

suffer, or cause or procure to be done, made, acknowledged, executed and suffered, all and every such further and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the further, better and more perfect assuring, surety, and sure making, setting and conveying of the said Mannor, &c. and of every part and parcel thereof, with the Appurtenances, to continue, stand, remain and be, to all and every such several Uses, Behoofs, Intents, Limitations and Purposes as are thereof, and of every part and parcel thereof, in and by these presents limited, expressed, appointed and declared, and under the Conditions, Provisoos and Limitations before-mentioned and declared: Be it by Fine or Fines, Recovery or Recoveries, with single or double Voucher or Vouchers, Feoffment or Feoffments, Deed or Deeds, Inrolled or not Inrolled, or any other ways or means whatsoever, as by the said C. D. and E. F. or either of them, their or either of their Heirs or Assigns, or their, or either or any of their Council learned in the Law, shall be reasonably devised, advised or required, so as the said A. B. his Heirs or Assigns, or any person or persons whatsoever, that ought to do or suffer such Act or Acts, be not compelled to travel from the place of his or their Abode

For settlement of Land to the purchased.

And the said A. B. for himself, &c. doth Covenant, &c. that in case the said A. B. or any other to his Use, shall at any time hereafter happen to purchase any Lands, Tenements or Hereditaments of any person or persons whatsoever, during the Life of the said C. B. [the Son] That then the said A. B. shall cause and procure all such Lands, Tenements and Hereditaments, which shall be so purchased as aforesaid, to be sufficiently conveyed and assured to the Use of the said A. B. and C. B. for and during the Term of their natural Lives, and the Life of the longest liver and Survivor of them, and after their Decease, to the Use and Behoof of the Heirs of the Body of the said

said C. B. on the Body of the said M. B. lawfully to be begotten ; and for default of such Issue to the Use and Behoof of the said A. B. his Heirs and Assigns for ever, and to none other use, intent or purpose whatsoever.

And also, that he the said A. B. shall and will permit and suffer, all and singular those his Messuages, &c. in the County of M. which D. B. his Uncle deceased, did in his life-time give, grant, convey and assure to him the said A. B. lawfully to descend, come and remain, immediately after the Decease of the said A. B. to the said C. B. and his Heirs. And that the said A. B. shall not at any time hereafter, make, do, attempt, practice, knowledge, suffer, procure or execute any Act or Acts, Thing or Things, Conveyance or Assurance whatsoever, whereby the said Lands, Tenements and Hereditaments of the Gift and Grant of the said D. B. his late Uncle deceased, or any part or parcel thereof, shall or may in any wise be discontinued, bargained, sold, aliened, transferred, given granted, devised, or otherwise passed or conveyed away, unto any other person or persons whatsoever ; unless it be to the Use and Behoof of the said C. B. and his Heirs for ever.

To permit
Lands to
descend.

See more of *Covenants* under the Head of *Provisoes*, and in the *Precedents for Deeds*.

This Indenture made, &c. Between A. B. of the one part, and C. D. of the other part : Witnesseth, That it is covenanted, granted, concluded and agreed, by and between the said Parties, in consideration of a Marriage to be had and solemnized, between C. D. Son of the said A. B. and E. D. Daughter of the said C. D. in manner and form following : And first, the said C. D. doth for him, his Executors and Administrators, Covenant and Grant to and with the said A. B. his Executors and Administrators by these presents, That in case the said Marriage take effect, he the said C. D. his Executors or Administrators shall and will within one Month after the said Marriage had and Solemnized, pay, or cause to be paid unto the

*Covenants
upon Set-
tlements.*

*Covenant
to pay the
portion af-
ter Mar-
riage.*

said *A. B.* his Executors or Administrators, as the Marriage Portion of the said *E.* the Sum of five hundred Pounds of lawful Money of *England*, at or in the now Dwelling House of the said *A. B.* situate in, &c.

*to pay a
Sum he re-
fuse the
Marriage.*

And the said *A. B.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *C. D.* his Executors and Administrators by the presents, That in case it shall fortune that the said *C. B.* his Son, shall refuse or disagree to the said Marriage, or that the said Marriage shall not take Effect and be had and Solemnized within three Months next ensuing the Date hereof, through the default, mislike, means or procurement of the said *A. B.* and *C. B.* or either of them, That then the said *A. B.* his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *C. D.* his Executors or Administrators within six Months, next ensuing the Date hereof, the Sum of one hundred Pounds of lawful Money of *England*, at one intire Payment, to and for the use of the said *E. D.* in case she the said *E.* shall so long live, and for her Advancement and Preferment in Marriage, and as an Augmentation of her Portion and Livelyhood.

*To main-
tain the
young pair.*

And the said *A. B.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Executors and Administrators by these presents, That in case the said Marriage shall take effect, according to the true meaning of these presents, That then he the said *A. B.* his Executors or Administrators shall and will well and sufficiently maintain, provide for, find, keep and sustain the said *C. B.* and *E.* his Wife, and all their Issue of their two Bodies begotten, from time to time, and at all times, immediately from and after the said Marriage between the said *C. B.* and *E.* so had and Solemnized as aforesaid, during the natural Life of him the said *A. B.* with sufficient and convenient Meat, Drink, Lodging and House-room, according to their Quality and Degree.

And

And further, that he the said *A. B.* shall and will, either in the life-time of the said *A. B.* or by his last Will and Testament, leave, give, devise, assure or pay, or cause to be well and truly contented and payed unto the said *C. B.* or to the said *E.* in case she shall survive the said *C. B.* and the said *C. B.* shall happen to die during the Life of the said *A. B.* or to the Child or Children between them to be begotten, in case the said *C. B.* and *E.* shall both happen to die in the Life-time of the said *A. B.* to be equally divided between them, the Sum of one thousand Pounds of lawful Money of *England*, to be payed within two Years after the Decease of the said *A. B.* at the farthest, in case the same shall not be payed or satisfied in his Life-time.

And that he the said *A. B.* shall and will at any time or times, during the space of two Years, next ensuing the Date hereof, upon reasonable Request, and at the Cost and Charges in the Law, of the said *C. D.* his Executors or Administrators, make, do, seal, deliver and duly execute, all and every such further Act and Acts, Thing and Things, Deed or Deeds, Assurance or Assurances whatsoever, as shall be reasonably devised or required by the said *C. D.* his Executors or Administrators, or his or their Council learned in the Law, for the ratifying, perfecting and sure making of the Covenants, Grants, Payments and Agreements, before in these presents expressed and declared, which on the part and behalf of the said *A. B.* his Executors or Administrators, are to be kept, performed and accomplished, according to the intent and true meaning of these presents. So that such Act or Acts, Thing or Things, Deed or Deeds, Assurance or Assurances, extend no farther, than to the said *A. B.* his Executors or Administrators, or the Goods and Chattels of the said *A. B.*

In Witness.

M 4

And

*A Cove-
nant for to
permit the
Wife to
make a
Will.*

And the said *A. B.* for himself, his Executors and Administrators, doth Covenant and Grant to and with the said *C. D.* and *E. F.* [the Trustees on the Woman's behalf] that if it fortune the said *E.* (the intended Wife) after the said Marriage had and solemnized, to die and decease in the life-time of the said *A. B.* That it then shall and may be lawful to and for the said *E.* at her free Will and Pleasure to make, publish and declare one Will and Testament in Writing under her Hand and Seal, and thereby to dispose, will, give and bequeath, to any her Children, Servants or Friends for their Preferment or Advancement, any Sum or Sums whatsoever, (not exceeding in the whole the Sum of two hundred Pounds) of the Goods and Chattels which the said *E.* shall be possess of at the time of the said intended Marriage: And if it fortune the said Goods or Chattels after Marriage had, to be sold, or otherwise disposed of by the said *A. B.* before such Will or Testament made by the said *E.* Then of so much of the Goods and Chattels of the said *A. B.* as shall amount to, or not exceed the said Sum of two hundred Pounds, without any Let, Disturbance or Contradiction of the said *A. B.* and in as large and ample a manner, as if the said *E.* were then a Feme sole and unmarried.

*Another to
the same
purpose.*

And further, that she the said *E.* shall or may at any time during the Coverture between her and the said *A. B.* without any Let or Disturbance of the said *A. B.* or of any other by his means, make and declare her Will and Testament, and thereby, or by any other Writing by her to be subscribed, in the presence of two or more credible Witnesses, give, bequeath, assign or appoint to any person or persons, whatsoever, any Sum or Sums of Money, so as the same exceed not in the whole the Sum of two hundred Pounds, of lawful Money of *England*. And that if he the said *A. B.* do over-live the said *E.* That then (and not otherwise) he the said *A. B.* his Executors or Administrators, shall and will with-

in

in six Months after the Decease of the said E. and after Request to him or them to be made in that behalf, execute and perform, or cause to be executed and performed the same her Will and Testament, Gift, Bequest, Assignment or Appointment, to any Value (not exceeding in the whole the said Sum of two hundred Pounds) according to the intent and true meaning of the said Will or Writing.

And the said A. B. for himself, his Executors and Administrators, doth Covenant and Grant to and with the said C. D. and E. F. their Executors and Administrators by these presents, That in case the said E. shall survive the said A. B. and shall be minded to let the Premises before limited and appointed to her for her Joynture, to Farm for a yearly Rent, and shall make offer so to do, to the Executors or Administrators of the said A. B. or any of them, and that they shall upon such offer made, refuse to take the same to Farm, at the yearly Rent of thirty Pounds *per Annum*, of lawful Money of England, That then and in such case the said Premises shall be rated and valued, by four substantial Men of the Parish, where the said Messuage and Lands are situate and do lie, whereof the said Executors or Administrators are to choose Two, and the said E. the other Two, at a certain yearly Value, according as other Lands of like Quality and Goodness are let within the said Parish: And in case the said Rate and Value made and put upon the said Premises as aforesaid, shall not amount unto the said Sum of thirty Pounds *per Annum*, the said Executors or Administrators shall and will well and truly pay or cause to be paid unto the said E. so much lawful Money of England, yearly and every year, on the Feast Day of St. Michael the Archangel, as shall make up the said yearly Value or Rate of thirty Pounds *per Annum* until such time as they can procure a good and sufficient Tenant to take the same, at the said Rate of thirty Pounds *per Annum*, under such Covenants and A-

greements,

That if the Lands settled in Joynture fail of the Value, the Executors of the Husband to make it up.

agreements, as other Lands are usually letten with, in the same Parish, and for the Term of one and twenty Years or more, determinable upon the Death of the said E.

To make up what shall be evicted of the Lands set- led in joynture, And further, for and upon the Consideration aforefaid, he the said A. B. doth for him the said A. B. his Executors and Administrators, covenant and grant to and with the said C. D. and E. F. and either of them, their and either of their Executors and Administrators, That if the said E. his now Wife, shall happen to survive and over-live him the said A. B. and shall at any time after the Decease of the said A. B. be lawfully evicted or put out of, or from the said Messuage, and other the Premises, limited to her as aforefaid for her Joynture, or any part or parcel thereof, That then the Executors or Administrators of the said A. B. shall well and truly pay or cause to be paid unto the said E. so much lawful Money of England, for the said Premises, or part thereof, being so evicted from the said E. as aforefaid, as the Sum shall amount unto, at the Rate of six Years Purchase, for and according to the yearly Value of the same, within three Months after such Eviction.

Cases concerning Covenants in Deeds.

Covenants are either in Law or in Fact. A Covenant in Law is that which the Law intends to be done though it be not expressed in Words. As if a Man Demise any thing to another for a certain Term. The Law intends a Covenant on the part of the Lessor, that the Lessee shall hold all his Term against all lawful Incumbrances. Covenant in *Fact* is that which is expressly agreed between the Parties.

Covenant in Fact. Heirs or Assigns if named shall have a Writ of Covenant, and Executors of a Covenant for a Personal Thing, and if the Plaint be in the County Court it shall be removed into the *Common Pleas* by a Re-

a *Recordare*. If it be in the Hundred Court it shall be within *Accedas ad Curiam*. *F. N. B.* 324.

A Release of all Actions, no Release of Covenants before broken; otherwise if a Release of all Covenants. *Co. 1 Inst.* 292. *Release of Covenants, &c.*

The Action of Covenant to be brought where the Land lies, unless the Deed bear Date in another County, then where the Deed bears Date. *F. N. B.* 325.

When the Covenant doth extend to a Thing in *What Co-*
esse, parcel of the Demise as to repair the Houses, *venant is*
it is a Covenant annexed and appurtenant to the *annexed to*
Thing Demised, and shall go with the Land, and *the thing*
shall bind the Assigns, although he be not bound- *granted.*
den by express Words. But when it doth extend
to a thing not in being at time of the Demise
made as to build a Wall upon part of the Land
Demised there it is otherwise.

The word *Concessi* or *Demisi* imply a Covenant,
and if the Assignee of the Lessee be evicted he
shall have a Writ of Covenant. *Vide plus Co. 5. Rep.*
17. &c.

The Lessor Covenants, he hath Power to De-
mise, he ought to shew what Estate he had at the
time of the Demise made. *Co. 9 Rep.* 61. *Robert*
Bradshaw's Case.

Express Covenant for quiet Enjoyment against *Express Co-*
the Lessor his, &c. doth qualify the generality *venant*
of the Covenant in Law, upon the word Demise, *doth quali-*
Grant, &c. But the Plaintiff ought to have shew- *ty the Ge-*
ed, he who entred upon him had ancient Title, *neral upon*
otherwise the Covenant in Law was not broken; *the words*
therefore they resolved against the Plaintiff. But *Demise,*
it is otherwise of Warranties, unless the express *and how.*
Warranty be General. *Vide Co. 4 Rep.* 80, 81. *Noke's*
Case.

Covenant to say Divine Service, or the like if *Covenant*
the Chappel fall, or &c. and be rebuilt in ano- *to say Di-*
ther place, or not built at all the Covenant ceases; *vine Ser-*
Otherwise if it be built in the same place again. *vice, &c.*
Co. 4 Rep. 86. But this is of Private Chappels, not
Publick. *Lutterell's Case.*

Cove-

greements, as other Lands are usually letten with, in the same Parish, and for the Term of one and twenty Years or more, determinable upon the Death of the said E.

To make up what shall be evicted of the Lands set- led in joynt- sure. And further, for and upon the Consideration aforesaid, he the said A. B. doth for him the said A. B. his Executors and Administrators, covenant and grant to and with the said C. D. and E. F. and either of them, their and either of their Executors and Administrators, That if the said E. his now Wife, shall happen to survive and over-live him the said A. B. and shall at any time after the Decease of the said A. B. be lawfully evicted or put out of, or from the said Messuage, and other the Premises, limited to her as aforesaid for her Joynture, or any part or parcel thereof, That then the Executors or Administrators of the said A. B. shall well and truly pay or cause to be paid unto the said E. so much lawful Money of England, for the said Premises, or part thereof, being so evicted from the said E. as aforesaid, as the Sum shall amount unto, at the Rate of six Years Purchase, for and according to the yearly Value of the same, within three Months after such E. viction.

Cases concerning Covenants in Deeds.

Covenants are either in Law or Fait. **C**ovenant in Law is that which the Law intends to be done though it be not expressed in Words. As if a Man Demise any thing to another for a certain Term. The Law intends a Covenant on the part of the Lessor, that the Lessee shall hold all his Term against all lawful Incumbrances. Covenant in *Fait* is that which is expressly agreed between the Parties.

Heirs or Assigns if named shall have a Writ of Covenant, and Executors of a Covenant for a Personal Thing, and if the Plaint be in the County Court it shall be removed into the *Common Pleas* by a Re-

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When the Covenant doth extend to a Thing in *What Coven-*
esse, parcel of the Demise as to repair the Houses, it is a Covenant annexed and appurtenant to the *venant is*
Thing Demised, and shall go with the Land, and *annexed to*
shall bind the Assigns, although he be not bound *the thing*
den by exprefs Words. But when it doth extend *granted.*
to a thing not in being at time of the Demise
made as to build a Wall upon part of the Land
Demised there it is otherwise.

The word *Concessi* or *Demisi* imply a Covenant, and if the Assignee of the Lessee be evicted he shall have a Writ of Covenant. *Vide plus Co. 5. Rep.* 17. &c.

The Lessor Covenants, he hath Power to Demise, he ought to shew what Estate he had at the time of the Demise made. *Co. 9 Rep.* 61. *Robert Bradshaw's Case.*

Exprefs Covenant for quiet Enjoyment against the Lessor his, &c. doth qualify the generality of the Covenant in Law, upon the word Demise, Grant, &c. But the Plaintiff ought to have shewed, he who entred upon him had ancient Title, otherwise the Covenant in Law was not broken; therefore they resolved against the Plaintiff. But it is otherwise of Warranties, unless the exprefs Warranty be General. *Vide Co. 4 Rep.* 80, 81. *Noke's Case.* *Exprefs Co-*
venant
doth quali-
fy the Ge-
neral upon
the words
Demise,
and how.

Covenant to say Divine Service, or the like if the Chappel fall, or &c. and be rebuilt in another place, or not built at all the Covenant ceases; Otherwise if it be built in the same place again. *Co. 4 Rep.* 86. But this is of Private Chappels, not Publick. *Lutterell's Case.* *Covenant*
to say Di-
vine Ser-
vice, &c.

Cove-

The Covenants in Deeds.

Covenant
bind As-
signee, &c.

Impoten-
tia excu-
sat Le-
gem.

Where Co-
venant not
pursued in
time yet
shall be
guided by
the Inden-
ture.

Operation
of Cove-
nants, &c.
Grantees
shall have
like remedy
as Grantors
or Lessors.

Where Co-
venant or
shall have
Action up-
on the Case.

Covenant will bind Assignee to repair, altho' not named. *Cokes 5 Reports 24. Dean and Chapter of Windsor's Case.*

If a Lessee Covenant to leave a Wood in as good plight as to Entry, and after the Trees are overturned by Tempest he is discharged of his Covenant. *Quia impotentia excusat Legem. Co. 1 Rep. 98 Shelley's Case.*

If A. by Deed indented Covenant with B. that B. shall recover against him the Mannor of D. within a Year next, and that the Recovery and Execution thereupon to be had within the said Year shall be had unto the Use of the Recoveror in Tail, &c. and after the Recovery is had within the Year; and the Execution is sued after the Year: Here although the Covenant is not pursued in time, yet the Use shall be guided by the Indentures; so in the same Case, if the Recovery between the same Parties of the same Land were suffered after the Year; yet if no intervenient Agreement were between the said Parties, the Recovery shall be intended to the Uses of the said Indenture. For Variance in time in this Case shall not subvert the Original Intent and Agreement of the Parties. *Co. 1 Rep. 99. Shelley's Case.*

How Indenture of Covenants to direct the Uses of a subsequent Recovery shall operate. See *Co. 5 Rep. 26. Covenants and Agreements, &c.*

Grantees of Reversions and Lessees shall have like Advantage of Covenants against each other as Grantors and Lessors, except of Voucher or Warranty. See *Stat: 32. H. 8. cap. 34. Wingate's Abridgment of the Statutes.*

If a Man Covenant by Word to do such a thing for a certain Sum of Money, and receive parcel of the Money, and a Day is appointed for Payment of the residue. Now if he do it not according to his Covenant, he shall have an Action on the Case against him for not doing of it, because it is a Bargain betwixt them.

If a Man Covenant by Word to build an House and doth it Ill, the Party shall have an Action upon the Case for ill doing of it.

A

A Writ of Covenant lieth against Executors for a Covenant broken of the Testators.

And if a Man hath Lands for Terms of Years, *Difference* and Covenanteth to leave them in as good Plight *between* as he found them, although he pulleth down the *Waste in* Houses the Lessor shall not have an Action of *Houses and* Covenant before the end of the Term, for the *Woods.* Covenant hath relation thereunto. But if he do Waste in Wood, Covenant lieth, for he cannot repair the Wood.

In London a Man shall have a Writ of Covenant without Deed for a Covenant broken.

And a Man shall have a Writ of Covenant *A Writ of* against Sureties, who became Sureties, or gave *Covenant,* Security that a Man should perform such Cove- *&c.* nants, *&c.*

And the Assignee of the Lessee shall maintain a Writ of Covenant as well as Executors against the Lessor, although there be no Assignee mentioned. *F. N. B. 325.*

Vide plus concerning Heirs and Assigns, and Assignee of Assignees, how they shall take advantage of Warranties or Covenants. *Co. 1 Inst. 384. a. b.*

Covenant to pay Money at several Days after the first Default in Action of Covenant lyeth; otherwise a Debt upon an Obligation. *Co. 1 Inst. 292. b.*

An Infant under twelve Years of Age, a Gentleman or Chaplain or Carpenter by Covenant shall be bound to serve although otherwise not compellable. *Vide plus. F. N. B. 374.* *A Gentleman bound by Covenant, &c.*

Upon Covenants when the Party hath disabled himself to perform, Writ of Covenant immediately will lie. *Co. 5 Rep. 21.* and no Surrender or other precedent Act need to be done. Sir *Ant. Mayne's Case. Co. 7 Rep. 15.* Sir *Anthony Englefield's Case.* *Upon Disability to perform Covenant lieth.*

Upon Lease for Years the Assignee by Word shall have an Action of Covenant the like of Fess-offee. *Co. 3 Rep. 63. Lincoln Colledge Case.*

Accord

Accord Accord with Satisfaction is a good Plea in case of the Personalty where only Damages are to be recovered; but it is otherwise in the Realty, or where the Action is mixt with the Realty, for there it must be by Writing or Matter of as high Nature. Co. 6 Rep. 43. *Blake's Case* for repairing Houses.

What shall be a good Bar in this Action. *Vide* Co. Rep. *en la Table verbo* Covenant.

Action of Covenant, &c. Upon an *Assumpsit* or *Covenant* in which Damages are to be recovered an Action lyeth after the First Day. Co. 8 Rep. 153. *Ed. Altham's Case*.

Lessor having no Power, Lessee might have put out the Whore. A Covenant that Lessee permit no lewd Woman to continue six Weeks after notice in the House, upon Action brought, the Lessee pleads, that the Lessor put her there, and commanded she should be there, &c. This is no good Plea, for the Lessor had no Authority, and therefore Lessee might have put her out; wherefore resolved Lessor might Re-enter. *Cokes* 8 Rep. 92. *Fraunces's Case*.

Covenant express, qualifyeth the general Covenant implied. Condition to perform Covenants in Debt upon the Obligation. The Plaintiff ought to shew that *Savery* who entred upon the Assignee had ancient Title, otherwise the Covenant in Law upon the Words Demise, Grant, &c. not broken. And resolved that Covenant expresses that the Lessee shall quietly enjoy, doth qualify the Generality of the Covenant in Law and restrain the same by the mutual Assent of the Parties. *Quia clausula generalis non refert ad expressa*. Co. 4 Rep. 80. *Noke's Case*.

Covenant fro Assurance, &c. A Covenant that the Defendant shall make sufficient Assurance as the Plaintiffs or his Council should advise. The Plaintiff Council ought to give his Advice to the Plaintiff, and he to notify it to the Defendant. Co. 2 Rep. 20. *Higginbottom's Case*.

Differences There are many Differences agreed to be between express Covenants and Covenants in Law, and which of them run with the Land, and nants, &c. which of them are Collateral and do not run with the

the Land, and where the Assignee should be bound without naming of him and where not, and where he shall not be bound although he be expressly named, &c. *Vide Co. 5 Rep. 16, 17, 18. Chapter of Covenants and Agreements. Spencer's Case.*

Whereas the Defendant was seised of a Messuage in &c. in the Tenure of B. It was concluded and agreed, and the Defendant Covenants in consideration of 30 l. paid and other Sums to be paid, that he would grant an Estate of the Tenement in the Tenure of B. to the Plaintiff Twiford. To have and to hold for the Life of Twiford, and for the Lives of two other Persons which Twiford should name. And lastly he Covenants that he will deliver quiet Possession of B's Tenement before Christmas following. To this the Defendant confesseth he did not deliver quiet Possession accordingly, because the Plaintiff had not named the Lives, which were to be put into the Lease. The Plaintiff ought to do the first Act, And it appears by the intent of the Articles, that nothing was to be performed until the Lease was made. The Defendant cannot make this Lease without the Plaintiff Name the two Lives, which he had not although he was requested thereto. Therefore Judgment *pro Defendente. Calthrop. 205. Twiford versus Buckley.*

A Power to Lease raised by a Covenant to stand seised is not good. *Cases in Chancery 161. Wilmer & Uxor' versus William Kendrick and John Vylet.*

If Cestuy que Trust Covenants that his Trustees shall Convey, and he hath no means to force them to make such Conveyance, Equity ought not to decree him to convey, but to leave the Covenantee to his Covenant. *Cases in Chancery 211. The Lord Cornbury and Dame Flora his Wife versus Simon Middleton.*

A Purchaser of the Crown Lands in the time of the late Wars, sells part to the Plaintiff, and Covenants to make a further Assurance. He on the King's Restitution for 300 l. had a Lease for Years made

made to him under the King's Title. Decreed he should Assigne his Term in the part he Sold. *Cases in Chancery* 274.

Sir R. C. Covenanted with Sir F. H. to secure 6800 l. to Sir F. H. in consideration of marrying his Sister. Much Debate was formerly, whether it was a Covenant, and so obliging to Sir R. C. or no; and Judges assisting, there was a difference in Opinion in the Point that it was a Covenant; for where-ever the intent of the Parties could be Collected out of a Deed, for the not doing or doing a Thing, a Covenant will lie. And the Chancellor declared his Opinion to be so: And a Covenant will not lie on a Bond, for it proves an Agreement. And for further Security a Fine of certain Mannors to be levied by Sir Robert, and a Decree was pronounced accordingly. But on Re-hearing it was questioned, whether the Decree should be for the Fine to be levied presently, or till the Account between Sir Robert C. and the Plaintiff settled; for Sir F. H. had received some Money. The Lord Chancellor declared as he after Decreed; that the Fine should be respited till the Account settled. It was Objected that Sir R. C. being Tenant in Tail if he should die before the Account settled, the Issue in Tail will not be bound by the Decree. But the Lord Chancellor answered, That the Covenant being to levy a Fine upon valuable Consideration, and a Decree in pursuance thereof the Decree will bind the Issue, seeing the Father of Sir R. C. had Power by Fine to bar the Issue. *Cases in Chancery* 294. *Sir Francis Hill* versus *Sir Robert Carr*.

Where intent of Parties can be collected out of Deed Covenant will lie.

Decree will bind where the Father had Power to bar.

Gold, Lee and Canham were Partners in a Trade at *Leghorne*; upon Account they dissolve the Partnership, and *Gold* had his share satisfied him out of the Stock. Many Years after *Gold* had occasion to receive 500 Dollars at *Leghorne* which was to be paid him for Merchandize by *A. B* another Stranger which no way related to the Partners Trade. The 500 Dollars were consigned by Bill drawn on *Kirk* by *Canham* payable to *Gold*.
be

to be received for his Use, and Gold received them; *Canham* sued at Law for the Dollars; *Gold* sues here to be relieved, and insists that he ought to detain the same, because when the Partnership was dissolved, *Canham* did Covenant to save him harmless from all Losses and Damages due, or which might be due or brought on, or which might should happen to him the said *Gold* in relation to his part; and that long after the Dissolution of the Partnership, he was sued by the D. of *Tuscan* for Customs unpaid at *Leghorne* for the Goods which belong to the Joynt Trade, which amounted to 60 *l.* and Costs, which he had paid, and therefore insisted to retain to pay himself out of the Dollars.

Jones. The Partnership was long Surrendred (I think 14 Years) in all which time we have nothing to do with *Gold*; and the 500 Dollars is paid only to our Use, and no Relation to the Partnership. And the Covenant to save harmless is no Debt, but only rests in Damages. And to the Sentence in Law we are no Party, nor ever acquainted with it. And by what Evidence or Faint Defence made by *Gold*; the Sentence was given, we know not. And it is probable when *Gold* had his Money in our Hands, he on design to pay himself out of our Money in his Hands, made Faint or no Defence. And its improbable that the Dukes Officers should so long neglect the Dues to the Duke, and the Plaintiff should have given notice to the Defendant. Lord *Chanc.* Whether the Bill of Exchange was before or after the Sentence doth not appear. *Jones* Object- ed, This is like a Forreign Attachment to pay due on one Account, or occasion out of another; and the Money is not due from *Canham* only; but also from *Lee*; till at last it was answered, That *Canham's* Covenant extends to all which *Gold's* part suffered. And decreed accordingly. *Cases in Chancery* 311, 312. *Gold* versus *Canham*.

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the Lessee must make it good notwithstanding the Interruption by Enemies, for the Law will not protect beyond his own Agreement no more than in the Case of Reparations. This Reservation being then a Covenant in Law, and whereupon an Action of Covenant hath been maintained (as *Roll Law* said) It is all one as if there had been an actual Covenant. And as Lessee is to have Advantage of casual Profits, so he must run the hazard of Casual Losses, and not lay the Burthen of them upon his Lessor; and this agrees with *Dyer* 56. 6. That though Land be Surrounded or gained by Sea, or made barren by *Wildfire*, or Alien Enemies invading the Realm, yet the Lessor shall have his whole Rent. And Judgment was given for the Plaintiff. *Vide Aley's Select Cases* 27, 28. *Paradine* versus *Jane*.

Covenants are common Assurances favoured in Law. *Aley's Select Cases* 38. *Eels* versus *Lambert*.

In Covenant upon a Fine and Issue taken, a Verdict for the Plaintiff was found, and upon Motion in Arrest of Judgment, the Cause was spoken to three or four times. *Jones pro Defendente*. 1. It is considerable whether an Action may lie against a *Feme* upon a Covenant in a Fine levied by her when Covert Baron. It would be inconvenient that Lands should be unalienable, and therefore the Law enables a *Feme Covert* to levy a Fine, which Fine shall work by Estoppel, and pass against her a good Interest. But to make her lyable to a Personal Action thereupon to answer Damages, &c. it were hard. And it is *Casus prime Impressionis*. For the Plaintiff it was said, That there is little Question, but an Action of Covenant will lie upon this Warranty. The Law enables a *Feme Covert* to Corroborate the Estate she passes, and to do all things incident. If she levy a Fine of her Inheritance she may be Vouched, or a *Warrantia Chartæ*, &c. thereupon be had against her, and so is *Rew* versus *Osborn*, *Hob.* 20. and if she can thus bind her Land *a fortiori* she may

may subject her self to a Covenant, as in the Case at the Bar. If a Husband and Wife make a Lease *Where Co-* for Years, and she accept the Rent after his Death *venant li-* she shall be lyable to a Covenant; this point was *eth against* agreed by the Council on both sides, that a Cove- *a Feme.* nant in this Case would lie against her; and so this Court agreed. *Twisden* added, That there was no Question but a Covenant would lie upon a Fine: For saith he, Sealing is not always neces- *Covenant* sary to found an Action of Covenant. Thus Co- *upon a Fine* venant lies against the King's Lessee by Patent *against a* upon his Covenant in the Patent, though we know *Feme Co-* there is no Sealing by the said Lessee. *Mod. Rep. 1 vert.* *part 291. Wotten versus Hele.*

The Testator covenanted with the Plaintiff, that the Mannor of R. which he assured unto the Plaintiff upon his Marriage was of the Value of 300 l. yearly. He saith, That in Truth it is but of the yearly Value of 250 l. The Defendant pleaded, That the said Mannor was of the Value of 300 l. yearly at the time of making the said Indenture, *secundum formam & effectum Indenture pre-* dictæ, and upon this they were at Issue, and the Jury find an especial Verdict, *viz.* the Indenture *verbatim* as the Plaintiff declareth, wherein the Testator covenanted to stand seized of that Mannor in consideration of Marriage, to the Use of the Plaintiff and the Heirs of his Body, and Covenants, that he was seized of the said Mannor at the Date of the said Indenture, of a lawful Estate in Fee, notwithstanding any Act done by him or any of his Ancestors: And that no Re- *Covenant* version or Remainder was in the King or any *that the* other: And that the said Mannor was then of the *Premises* annual Value of 300 l. per Annum, and that the *were of the* Plaintiff and his Heirs shall enjoy it according to *Value of* the Limitations discharged and saved harmless *300 l.* from all Incumbrances made by him or any of his *yearly was* Ancestors: And further, they found, that this *distinct &* Mannor was but of the Value of 260 l. per Annum *absolute.* at the time of the said Indenture, and no more, and that the Testator had not done any Act to

impair the said Value: And if *super totam materiam*, &c. So the sole Question was, Whether this Covenant for the Value depends upon the first part of the Covenant, That notwithstanding any Act made by the Testator or his Ancestors; or if it were an absolute and distinct Covenant of it self. And upon the first Argument the Court resolved, That it was an absolute and distinct Covenant, and had no Dependence upon the first part of the Covenant. *Vide* 27 H. 8. 29. 7 & 8 El. Dyer 240. Cro. Car. 76. Sir William Crayford versus Sir Robert Crayford, Executor of William Crayford.

Whereas by Indenture bearing Date, &c. betwixt the Executor and the Testator of the Defendant *Testatum existit*, That the Executor demised such a Messuage or Tenement with a Garden in &c. adjoining to the Plaintiffs House, to the Testator for Term of twenty one Years: And the Testator by the same Indenture covenanted for himself, his Executors and Assigns, That he would not erect any Building in the said Garden, to the Prejudice of the Plaintiffs Lights in his House adjoining, for which, &c. The Defendant pleads that the said Lessee assigned over his Term to one J. S. who entred and paid his Rent to the Plaintiff, and the Plaintiff accepted him for his Tenant. And therefore demanded Judgment, *si alio*, whereupon it was demurred. All the Court conceived. That in so much as it is an express Covenant, That he shall not build, it shall bind him and his Executors, and no Assignment nor Acceptance of the Rent by the Hands of the Assignee, shall take from him the Advantage of suing him or his Executors upon an express Covenant: No more than if a Lessee had obliged himself in an Obligation to pay his Rent, his Assignment over of his Term, and the Acceptance of the Rent by the Lessor of the Assignee shall not take from him the Advantage of the Obligation. Adjudged for the Plaintiff. *Vide* Cro. Car. 136. Batchelour versus Gage, Executor of Gage.

An express Covenant shall bind the Executors altho there be Assignment and Acceptance of Rent. The like of an Obligation to pay the Rent.

Covenant upon an Indenture of Demise by the Plaintiff to the Defendant of an House for Years, wherein the Lessee Covenants for him and his Assigns to Repair the House from time to time, and to leave it at the end of the Term sufficiently Repaired; and for not Repairing assigns the Breach. The Defendant pleaded, That he assigned (by Indenture shewn in Court) all his Estate and Interest in the Term to J. S. such a Day and Year, who entred and paid his Rent at such a Feast after to the Plaintiff, the Lessor, who accepted thereof; and that there was not any default of Reparations before the Assignment. Upon this Plea the Plaintiff Demurrs. And Broom for the Plaintiff shewed that the Action well lies against the Lessee, notwithstanding this Acceptance of the Assignee to be his Tenant, or against the Assignee at his Election. Which was the Opinion of the Court, and therefore Rule was given that Judgment should be for the Plaintiff. *Vide Cro. Car. 418, 419. Norton versus Ackland.*

Action lieth against the Lessee or the Assignee after Acceptance

Whereas one Selbie and Elizabeth his Wife, were seized of such a House and Land to them and the Heirs of the Husband, and so seized by Indenture, let that House and Land to the Defendant, wherein he Covenants with them and either of them, and with the Heirs and Assigns of the Husband for doing all Reparations: The Husband and Wife conveyed that Reversion to the Plaintiff in Fee, who brings Covenant for not repairing of the said House, declaring upon all this matter, and concluding, *quod Actio ei accrevit*, as Assignee to the Husband, and avers not the Wife to be Dead. Hereupon the Defendant Demurrs, which was argued by Rolls for the Plaintiff, and by Mersfield for the Defendant, and by him much insisted, That the Plaintiff having his Estate as well from the Wife (who had an Estate for Life) as from him who had the Fee, ought to have brought Covenant as Assignee to both, and not as Assignee to him who had the Inheritance, unless the Wifes Death had been alledged; and

Where the Wife not joyned or alledged to have Assigned, yet the Action good.

for that purpose he cited *Treport's Case*, Co. 6. fol. 14. and *Dyer* 234. But all the Court held the Action is well brought, being brought by the Assignee of him who hath the Inheritance, and so no Prejudice to any, and the Estate for Life being transferred with the Fee is thereby drowned and confounded, so as he being Assignee of the whole Estate, and shewing all the Matter, it is good enough. Wherefore adjudged for the Plaintiff.

Cro. Car. 207, 208. *Major versus Talbot.*

Upon Demurrer the Case was, *Edward Bennet* Covenants in consideration of a Marriage of his Son *John Bennet* with *Elizabeth*, the Daughter of *Hughs*, and such a Portion to be paid, to stand seized of such Lands to the Use of the Wife for Life, and to the Use of the Son in Tail, and Covenants in the said Indenture in form following, viz. That he was seized in Fee of those Lands of a lawful Estate in Fee, notwithstanding any A&t done by him, &c. And that the said Lands were of the Annual Value of 200 l. per Annum ultra Reprisas. The Defendant pleaded, That they were of the Value of 200 l. per Annum, notwithstanding any A&t done by him. And hereupon the Plaintiff Demurred, And it was argued by *Lane* for the Plaintiff, and by *Rolls* for the Defendant. And after Argument at the Bar all the Court resolved, that these Words, For any A&t, &c. do not refer to the second Covenant, but only to the first part that it make not a general Warranty, but the Value is properly in the Conusance of the Covenantor. And it was his Interest that she should have a Joynture of the Annual Value of 200 l. absolutely. And it is not proper to say, That for any thing by him, &c. it should be of such a Value but absolutely, That it should be of such a Value. Whereupon it was adjudged for the Plaintiff. *Cro. Car.* 356. *Hughs versus Bennet.*

If *A.* be seized of a Mannor whereof a Chapel is parcel, and a Spiritual Corporation doth Covenant by Deed Indented with *A.* and his Heirs to Celebrate Divine Service Weekly in the said

said Chappel for the Lord of the said Mannor and his Servants ; in this Case the Assignees of *A.* shall have an Action of Covenant, albeit they are not named in the Deed, for that the Remedy by Covenant doth run with the Land, to give Damages to the Party grieved, and is as appurtenant to the Mannor. But if the Covenant had been with a Stranger, and not with the Lord of the Mannor, to Celebrate Divine Service in the Chappel of *A.* and his Heirs, there the Assignee shall not have an Action of Covenant, for the Covenant cannot be annexed to the Mannor, because the Covenantee was not seized of the Mannor. *Co. 1 Inst. 385. a.* So and if a Lord of a Mannor hath a Chappel within any Parish, that is private for himself and his Servants within the said Mannor, in which time whereof the Memory of Man is not to the contrary, the Parson or Vicar of the Parish in which such Chappel or Mannor is, have used to say Divine Service, and to Administer the Sacraments, &c. either by himself, or some Chaplain provided by him ; if the said Parson or Vicar, neither by himself nor other Person doth Celebrate Divine Service, and Administer the Sacraments, &c. according to the Prescription, an Action upon the Case by reason of the Prescription shall be maintainable by the Lord of the Mannor, and he himself only, and none of his Servants shall have the Action : For although that the Divine Service be Spiritual, yet for as much as the same by Prescription doth belong to a Private Person, and is to be Celebrated for his Ease within his Mannor, which shall be intended to begin at first by Covenant, the Action for not performing of the Service doth well lie, and Damages shall be recovered for the neglect ; and therewith agreeth *22 H. 6. 46.* in the Prior of *Woodburn's* Case. *Co. 5. Williams's Case. 73. Roll's Abr. 110.*

Covenant, and declared that the Defendant Bargained and Sold to him certain Lands (which he had Purchased of *Wellaston* and others in the late

times for the Sale of Delinquents Estates) and Covenanted that he was seized of a good Estate in Fee according to the Indenture made to him by *Wollaston, &c.* and assigned for Breach that he was not seized of a good Estate in Fee. The Defendant pleaded, That he was seized of so good an Estate as *Wollaston, &c.* did convey to him, upon which the Plaintiff Demurred, and Judgment was given for him ; for the Covenant is absolute, that he is seized of a good Estate in Fee, and the Reference to the Conveyance by *Wollaston* serves only to denote the Limitation and Quantity of the Estate, not the Defeazableness or Undefeazableness of the Title. *Levinz 1 part, Cook versus Founds.*

Assignment of so much of the Term as was to come at his Death void. Assignment of so much of the Term as should be to come at his Death was void, and then so is the Covenant also, for the Covenant may not subsist without an Estate ; but the Covenant and Obligation being both for the Corroboration of a Grant which was void, they are also both void, and Judgment was given for the Defendant. *Levinz 1 part 45. Caponhurst versus Caponhurst.*

Some Words which import an Action to be done amount to a Covenant to do it. *Levinz 1 part 48. Web versus Martin.*

Where cause of Action arises in two Counties the Plaintiff hath Election to bring it where he will. Upon Arrest of Judgment it was moved that the Action of Covenant ought to be tried in *Barkshire* where the House is, and the Repairs ought to be done. To which it was answered, That where the cause of Action riseth upon a thing in two Counties the Plaintiff hath Election to bring it in which County he will. To which it was replied, that true it is, so in many Cases where upon a general Issue divers things in divers Counties are to be tried ; but here when the Breach is for not Repairing, and Issue *non infregit Conventionem*, it shall be intended only an Answer to the Breach,

Otherwise where one sole matter tryable. Scil. That he hath not broken the Covenant for want of Repairs, and so it is the sole matter tryable, and only where the House is. And the Judgment was stayed. *Levinz 1 part 114. Gilbert versus Martin.*

Cove-

Covenant lies upon a Warranty in a Fine Sur
Concessit by a Feme Covert. *Levinz* 1 p. 301. *Wotton*
versus *Hele*.

A Covenant was made with *Lucy* his Heirs and
Assigns touching an Estate of Inheritance, there-
fore it was argued that the Action ought to be
brought by the Heir or Assign, who had the loss,
and not by the Executor. To which it was Answered
and Resolved by the Court that the Eviction being
of the Testator, he might not have of this Land,
but the Damages shall be recovered by the Execu-
tors, although they are not named in the Covenant,
for they represent the person of the Testator. *Vide*
plus Levinz. 2 p. 26. *Lucy* versus *Levington*.

Damages
recovered
by Executors
altho' not
named.

Covenant, and Declared that the Predecessor of
the Bishop was seised of the Lands, and in 1635.
Leased them, and Covenanted, that he and his Suc-
cessors should pay all Taxes during the Term, and
Assigned for breach that such a Tax was made by
Parliament for the Royal Aid 1665, and that the
Bishop had not payed it. The Defendant Demurred,
and Judgment for him. 1. For that he did not say
the Bishop was seised *Jura Episcopatus*; and in pleading
seising in all sole Corporations it ought to be pleaded
in what Right they were seised, otherwise of Cor-
porations Agregate. 2. This Covenant may not be
good to bind the Successor unless such Covenants
had used to be in former Leases, which is not
shewn here. 3. If such Covenants had been in
former Leases, yet that could not bind or oblige
the Payment of this new Tax made by Parliament,
but it ought to be intended of such which then
were in Use, *Scil. Synodals, &c.* And *Hale* cited a
Case to have been so adjudged before. *Levinz* 2 p.
68. *Davenant* versus *Episcop. Sarum*.

Seising in
all sole Cor-
porations
ought to be
pleaded in
what Right

Lessee Covenants with Lessor, and his Execu-
tors to repair: It shall run with the Land and the
Heir shall Sue upon it. *Levinz* 2 part 92. *Langher* &c.
versus *Williams* in *Seaccar*.

Covenants
to repair,

Covenant,

The Covenants in Deeds.

Covenant, That he notwithstanding any thing done by him is Tenant in Fee, and hath good right to sell, are *Synonym*, and of the same intent, *Levinz 3 part 46. Nervin versus Munns, &c. Exec. de Finibus.*

No Fine no Use. A Covenant to Levy a Fine before *Whitsuntide*, no Fine was Levied, adjudged that nouse did rise by the Indenture. *Levinz 3 part 126. Hale versus Cockerill.*

Covenant by Apprentice against his Master, and declared upon the Custom of *London*, by which every Apprentice is bound by his Covenants of Apprenticeship, be he within or of full Age, and that he by Indenture was put Apprentice to the Defendant who Covenanted to Instruct him in his Trade, and to find him Meat, Drink, Lodging, Apparel, and *alia necessaria*, and that the Defendant being a Wollen Draper, such a day Departed from his House, and did not Instruct the Apprentice in his Trade, nor found him Meat, Drink and other necessaries. The Defendant Demurred Generally, and it was now insisted that the breach was not well laid, for *alia necessaria* is too General, and uncertain, *Cur contra* : The breach is certain in the very words of the Covenant, and *alia necessaria* is intended little things, as Trimming, Washing, &c. which would be too long to Insert, and having assigned the more grand particulars, it is not necessary to assign the lesser so particularly, especially it being assigned in the very words of the Covenant; for which Judgment was given for the Plaintiff. *Levinz 3 part 170. Proffor versus Burdet.*

In Debt for Rent Nil Debet no Plea. Covenant upon Indenture of Lease, and assigned breach in Nonpayment of Rent, according to Covenant. *Nil Debet* is no Plea in this Case upon the Indenture. *Levinz 3 part 170. Sindal versus Hutchinson.*

Covenant for Rent lieth against the Lessee after Assignment of the Term by the Grantee of the Reversion. *Levinz 3 part 233. Edwards versus Morgan.*

Covenant

Covenant to Erect three Messuages upon the Land, and Covenants to Repair the Premises Demised. He builds five Messuages, he shall be bound by the Covenant to Repair all the Five. *Levinz 3 part 264. Donse versus Earle.*

Covenant lies upon the Word *Reddendum*, Sir *Tho. Jones* 102. *Harper versus Bird.*

Where breach of Covenants was well assigned, although not directly within the Words. Sir *Tho. Jones* 186. *Bellamy versus Russel* 191.

Where words make Covenants reciprocal, otherwise of a Condition, Sir *Tho. Jones* 205. *Warren versus Asters, &c.*

Non performance of a Reciprocal Covenant, no bar to the Action upon breach of another Covenant, Sir *Thomas Jones* 216. *Shower versus Cudmore.*

And now we proceed to the Seventh Formal part of a Deed, which is

The Provisoos in Deeds.

PROVISO is a Condition Inserted into any Deed *Definition* or Writing, upon the observance whereof the *of a Pro-* Validity of the Deed consisteth, which form of *viso and* Condition seemeth to be borrowed from *France. Condition,* For (*Pourveu Gallicum*) *semper conditionem inducit.* *Tiraquel Tomo 3 Page 216.* Our common Lawyers say that it sometime signifieth but a Covenant, whereof you have a large dispute, *Co. L. 2.* in the Lord *Cromwell's* Case. It hath also another signification in matters Judicial; as if the Plaintiff or Demandant desist in prosecuting any Action by bringing it to a Trial, the Defendant or Tenant may take out the *Venire Facias* to the Sheriff, which hath in it these Words *Proviso quod, &c.* to this end that if the Plaintiff take out any Writ to that purpose, the Sheriff shall Summon but one Jury upon them both. *Vide Qld Nat. Brev. in the Writ Nisi prius, fol. 159.*

The

The words of a Condition are *Sub condicione, ita quod, si contingat, Proviso, &c.* Vide Lit. 74. 75. But these Words *ad effectum, ea intentione, ad solvendum*, or the like do not make a Condition in Feoffments or Grants, if it be not in the Kings Case, or in a Last Will, as it was resolved, *Pasch 18 Eliz.* by all the Justices of the Common Pleas. Vide Co. 10 Rep. 42. *Mary Portingtons Case.*

The Word *Proviso* hath divers Operations; sometimes it worketh a Qualification or Limitation, sometimes a Condition, and sometimes a Covenantant.

Conditio dicitur cum quid in casum incertum qui potest tendere ad esse aut non esse confertur, and is a Law annexed to Mens Acts, staying or suspending the same, and making them uncertain, whether they shall take effect or no.

Littleton subdivideth Conditions in Deed (though not in exprefs Words) into

Conditions
Precedent.

Conditions Precedent, for some of them are precedent to the Estate, and the Condition must be performed e're the Estate can take effect. And

Conditions
Subsequent.

Conditions subsequent, That is, when the Estate is Executed, but the continuance thereof dependeth upon the breach or performance of the Condition.

Conditions.
Affirmative.
Negative.
Collateral.

Of Conditions in Deed. Some are *Affirmative*, that is, do consist of doing; and some in the *Negative*, that is, they do consist of not doing. Some of them also are *Collateral*, that is, when the Act to be done is a Collateral Act to the Estate (as to pay a Sum of Money, or that the Lessee shall not go to Rome or the like.)

Inherent.

Some of them are *Inherent*, that is, annexed to the Rent reserved out of the

Restrictive.

Land. Some are *Restrictive* and contain matter of Restraint, as that the Lessee shall not do wast.

Compulsory.

Some of them are *Compulsory*, as that the Lessee shall not pay to the Lessor (such a Sum of Money) or lose his Estate. Some of them are *Single* to do only one thing, some *Copulative* to do several things, some *Disjunctive* to do one or many things.

Condition

Condition is also divided into. 1. *Condition in Deed or Fact* which are actual and by exprefs words, annexed to the Feoffment Lease or Grant, either in Writing or without Writing, as if I enfeof a Man in Lands, Reserving a Rent to be paid at such a Feast, upon Condition that if the Feoffee fail of Payment at the day, then it shall be lawful for me to Reenter. And 2. *Condition Implied* or Covert, as when a Man grants to another the Office to be Keeper of a Park, Steward, Beadle, Bayliff, &c. for the term of his Life; and though there be no Condition at all expressed in the Grant, yet the Law speaks covertly of a Condition, which is, that if the Grantee doth not Execute all points appertaining to his Office by himself or his sufficient Deputy then it shall be lawful for the Grantor to enter, and discharge him of his Office.

As to this part of the Deed, *Note*, 1. Conditions of all these sorts may be good in a Deed. 2. A Deed without any Condition within it may be as good as a Deed with a Condition. 3. The most apt words to make a condition in a Deed are Provided always, So as, or Upon Condition, or Under Condition, and perhaps words of like Sense and Signification may make a Condition. As, If it happen, &c. but then this should follow, That then this Estate, (Deed, Lease, Present Indenture or the like) shall be void, and it shall be Lawful for, &c. to Re-enter. 4. This is the most proper place for it to be Inserted, although it may be placed in any other part of the Deed. 5. It may be annexed to any Estate in Fee Simple, Fee Tail, for Life or Years, and contained in the same Deed by which the Estate is made, or in another Deed (properly called a Defeasance) Sealed and Executed at the same time. 6. It cannot be made by, nor reserved unto one that is a Stranger to the Deed, but it must be made by and reserved to one of the Parties that are Grantors at the least. 7. The Matter of it must be Possible and Lawful to be done, and also consist with the Grant, for if it be otherwise or repugnant to the Estate, or incongruous

*Condition in Deed, can
Fail.*

*All these
Conditions
may be
good.*

*The Place
for the Pro-
viso or
Condition.*

*Not made
to a Stran-
ger.*

*How to
change a
Covenant
into a Con-
dition.*

gruous to reason with reference thereunto it is void, and may sometimes make the Estate void also. 8. The changing a Covenant into a Condition may be by the following Words put to the beginning of the Covenant, Provided always, and upon this Condition that if the said, &c. (And to the end these words) That then this present Deed, and the Estate hereby made shall be void, &c. And where a Man by Indenture did let Lands for years, Provided always, and it is Covenanted and Agreed, between the said Parties, that the Lessee should not *Alien*, This was adjudged a Condition by force of the Provifo, and a Covenant by force of the other words. *Vide 1 Inst. 203. b.*

Provifo is as apt a word to make a Condition, as *Sub Conditione*, or any other word of Condition. See hereafter in the beginning of the Cases concerning Provifoes.

*Forms of
words in a
Provifoe.*

For the many forms of words used in *Provifoes* according to the nature of the Deed or Agreement of Parties, and the manner of converting Covenants (before declared) into Conditions or Provifoes, you may see in the following Precedents.

*Limitati-
ons for Life.*

And it is covenanted, granted, concluded, condescended, and fully agreed by, and between all the said Parties to these presents for themselves and their Heirs respectively: That the said Fine or Fines, Recovery or Recoveries, Conveiances and Assurances to be had, made, and executed, according to the purport and true meaning of these presents; of, and in the said Mannors, Lands, Tenements, Hereditaments, and Premisses, and every of them and the execution thereof; shall be, and for ever shall be adjudged, deemed, and taken to be: And also that the said C. D. and E. F. and their Heirs, and the Survivor of them and his Heirs, shall stand and be seized of, and in all and singular the said Mannors, Lands, Tenements, Hereditaments, and Premisses, and of and in every part and parcel thereof, with the Appurtenances; to and for the
several

several and only uses, behoofs, intents, and purposes, and upon and under the limitations, Provisoos, conditions, liberties, and agreements hereafter mentioned: That is to say, of, in and to all that Capital Messuage or Tenement, with the Appurtenances, being parcel of the Premisses, commonly called or known by the name of, &c. situate and being in F. aforesaid in the said County of D. now or late in the Tenure or Occupation of, &c. and of, in and to all, and singular the Houses, Edifices, Buildings, Lands, Meadows, Pastures, Feedings, and Hereditaments whatsoever, with the Appurtenances to the said Capital Messuage or Tenement belonging or appertaining, or therewithal, now or heretofore usually occupied or enjoyed, or accepted, reputed or taken, as part, parcel or member thereof, or appurtenant thereunto; and the Reversion and Reversions, Remainder and Remainders thereof; to the Uses of the said C. B. Son and Heir apparent of the said A. B. and of D. B. Wife of the said C. B. for and during the Term of their natural Lives, and of the Life of the longer Liver of them, without impeachment of waste, during the natural Life of the said C. B.

Provided always, and it is intended, and agreed *Proviso to* by, and between all the said Parties to these pre-make void
sents; that if the said E. B. shall or do at any time a Jointure
or times hereafter, from and after the decease of upon claim
the said A. B. her Husband, (if she shall survive of other
and over-live the said A. B.) commence and pro-Lands for
secute, or cause to be commenced and prosecuted Dower.
any action or suit whatsoever, for any Dower of,
out of, or in any the Mannors, Lands, Tenements,
or Hereditaments; whereof or wherein the said
said A. B. her Husband had any Estate of Inheritance,
during the coverture between him and the
said E. and shall not hold her self satisfied with the
said Capital Messuage, Lands, Tenements and Hereditaments,
in or by these presents limited, meant,
or intended to, and for her Jointure and Dower;
that then and from thencefore the use before limited

mitted to the said *E. B.* of, in and unto the said Capital Messuage, Lands, and Tenements, shall cease and be void. And the said Recoverors and Cognizees, and their Heirs, or the Survivor or Survivors of them, his and their Heirs, shall stand and be seized of the said Capital Messuage, Lands, Tenements and Hereditaments with the Appurtenances, whereof such use was as aforesaid limited unto the said *E.* and of every part and parcel thereof, to the use and behoof of the right Heirs of the said *A. B.* for

Provifo to ever.

make void a use limited to the Wife in case she go about to depart with her Estate, and to limit over the said uses. Provided always nevertheless, and it is agreed by, and between the said Parties to these presents; that if it shall fortune that the said *E. B.* shall at any time hereafter during the Life of the said *A. B.* be fully resolved and determined jointly with the said *A. B.* or otherwise by any ways or means, directly or indirectly, to levy any Fine or suffer any Recovery, or do or assent to do any act or thing by matter of Record or otherwise; whereby the Estate before limited of, and in the Premises to her the said *E. B.* for Term of her Life, or any lesser Estate, derived out of her said Estate, of and in the said Capital Messuage, Lands, and Premises, or any part or parcel thereof, shall or may pass or be altered, taken away, charged, incumbered, or devested out of or from the said *E. B.* and shall attempt or go about to put in ure any such full and perfect resolution and determination, that then and immediately after such attempt or going about, the said use and Estate for Life, of and in the Premises before limited and appointed, to the said *E. B.* as touching all the same Premises, or such part or parcel thereof, touching which such attempt or going about shall be had or made shall cease and be void, as touching and concerning the said *E. B.* and that then, and from thenceforth, the said Fine and Recovery, conveyance and conveyances to be had and made to the said *C. D.* and *E. F.* and to their Heirs, or the Heirs of one of them, after the said Estate for Life before limited and appointed, to the said *A. B.* ended and determined

mined shall be, and the said C. D. and E. F. and their Heirs, and the Heirs of either of them; shall stand and be seized of, and in all the said Premises, or such part or parcel thereof, touching which such attempt or going about, shall be had or made to the use and behoof of C. B. Son and Heir apparent of the said A. B. and of D. B. second Son of the said A. B. and their Heirs, for and during the Life of the said E. B. to the end, intent, and purpose, that they the said C. B. and D. B. and the Survivor of them, or the Heirs of the Survivor of them after the decease of the said A. B. (in case the said E. shall happen to over-live the said A. B. shall or may grant over their Estate to the said E. B. in the Premises within six Weeks after the decease of the said A. B. and that after the decease of the said A. B. and the said E. B. then the said Fine and Recovery, and other Assurances shall be and remain, as to the said Capital Messuage, Lands and Tenements, to the uses and behoofs before, in and by these presents limited, and appointed to begin and take place after the decease of the said A. B. and E. his Wife.

Provided always, and it is fully concluded, con- *Proviso to*
descended unto, granted and agreed by, and be- *preserve*
tween all the said Parties to these presents for *Estates to*
them and every of them, and for their and every *Children*
of their Heirs, and the true intent, and meaning en ventre
of these presents is, notwithstanding any limita- *sa mere*
tion of the use and uses aforesaid: That if it shall &c.
hereafter happen the said A. B. or the said C. B. F. B.
G. B. and H. B. Sons of the said A. B. or any of them,
or any of the Issue Male of the several Bodies of
them, or any of them inheritable, or which shall be
inheritable, of or to the Premises before mentioned,
by Force of these presents and of the uses before
limited and expressed, (or of or to any part or
parcel thereof) to die and depart this World: The
Wife or Wives of them, or any of them being
with Child, or Enseint with Child, at or before
the Time of his or their Death, of or with any
such Son or Sons, or Issue Male, as by the true
intent

intent and meaning of these presents, or of any the limitations or declarations, of the use or uses aforesaid, should or ought after the decease of his or their Father, to have had any Estate or use of or in the Premises or any Part thereof, if such Son or Sons, or Issue Male had been born in the Life-Time of his or their Father, that then and from and after the Birth of every such Son or Sons, or Issue Male, the said several Fines and Recoveries, &c. Covenanted or mentioned to be had levied, knowledge, or suffered of the said Premises as aforesaid shall be, and shall be adjudged, construed and taken to be, and also that they the said *G. D. E. F.* [here name the Recoverors, Cognizees or Feoffees] and their Heirs, and the Survivor of them and his Heirs, shall stand, continue and be seized of all and singular the Mannors, Messuages, Lands, Tenements, Rents, Reversions and Hereditaments, and every part and parcel thereof, or of, or in so much of the said Mannors, Messuages, &c. Whereof, or wherein every or any such Son or Sons, or Issue Male so to be born, should or ought by the true intent and meaning of the Limitations or Declarations of the use and uses aforesaid, or any of them after the Death of his or their Father to have had any Estate or use in the same: If such Son or Sons, or Issue Male had been born in the life-time of his or their said Father, to and for the use of every such Son and Sons or Issue Male so to be born as is aforesaid, and that of and under every such Estate, Degree, Order, Course, Quality, Condition and Limitation in all and every respects, and to all intents and purposes; as, if every such Son or Sons, or Issue Male had been born in the Life-time or Lives of his or their said Father, and with such Remainders and Limitations. over in use, as is before in or by these presents expressed.

*Use of Fee,
determina-
ble.*

And it is covenanted, condescended, and agreed by, and between the said Parties to these presents; that the said Recovery so to be had and executed as aforesaid, and the execution thereof shall be; and that

that all other Recovery and Recoveries, Fine and Fines, to be had, suffered, levied, or executed of the Premises, or any part and parcel thereof, within one Year after the making and executing of the said Estate of the Premises, to the said C. D. and E. F. and their Heirs, as aforesaid shall be, and that the said C. D. and E. F. and their Heirs, and all and every other Person or Persons, and his or their Heirs, which at any time hereafter shall be seized of the said Messuages or Tenements, and other the Premises with the Appurtenance; and of every or any part thereof, by vertue of any Recovery or Recoveries, Fine or Fines as aforesaid, shall stand and be seized of all, and singular the Premises with the Appurtenances; to the only uses, and intents hereafter mentioned, and expressed; that is to say, *Until an* to the use of the said A. B. and his Heirs until the *intended* said intended Marriage shall be had and solemnized between him, and the said E. S. And from *Marriage had.* and after the Marriage had and solemnized between him and the said E. S. then to the use of the said A. and E. for and during the Term of their natural Lives, and the natural Life of the longer Liver of them, and after their decease to the use of the Heirs of the Bodies of the said A. and E. between them two lawfully begotten, and for lack *Special* of such Issue to the use of the right Heirs of the *Tail.* said A. B. for ever.

Provided nevertheless, and it is the true intent *Use limited* and meaning of all the Parties to these presents; *until the* that if the said A. B. shall happen to die, (living *Heir in Tail* the said E. S.) leaving any Issue Male of his Body, *come to age,* begotten on the Body of the said E. S. (being his *supposed to* Son and Heir apparent) within the Age of Three *prevent* and twenty Years; That then, and immediately in *Wardship.* every such case after the death of the said A. B. the said Fine and Fines, &c. shall be adjudged, deemed, and taken to be; and the said Cognizees, and their Heirs, shall stand and be seized of the said Messuages, or Tenement, and Premises, to the use and behoof of the said E. S. until every such Issue as aforesaid, shall accomplish his full

Age of One and twenty Years, if the said *E. S.* shall and do so long Live, and from and after the decease of the said *E. S.* to the use of such Person or Persons as the said *A. B.* shall by his last Will and Testament, or other Writing under his Hand and Seal, limit and appoint the same for and during the said Minority: And after the said full Age, accomplished then to the use and behoof of the said Issue Male, and of the Heirs Males of his Body lawfully to be begotten, &c. with Remainders over.

Upon payment of the Portions the Estate for Five hundred Years to be void.

And it is concluded and agreed by and between all the said Parties to these presents, and it is the true intent and meaning hereof, that when the several portions and Sums of Money aforesaid, shall be paid and satisfied to the said Daughter, or Daughters, as aforesaid, according to the true intent and meaning of these presents: or if he or they to whom the Remainder or Reversion of the said Mannor, Farm, Lands, Tenements, Hereditaments and Premises shall be, remain or come by virtue of these presents, after the end or expiration of the said Estate of Five hundred years, shall well and truly satisfie or pay, or cause to be satisfied or paid; or otherwise, secure to be satisfied or paid unto such Daughter or Daughters the said several sums, as aforesaid, That then immediately, from and after such payment made, or security given for payment of the said sum or sums, to such Daughter or Daughters, as aforesaid, according to the true intent and meaning of these presents, the said Estate or Term of Five hundred years, herein before limited, to the said *C. D.* and *E. F.* as aforesaid, shall cease, determine, and be utterly void and of none effect.

Proviso to make void an estate upon non payment of part of purchase Money.

Provided nevertheless and upon condition, That if the said *C. D.* [the Purchaser] his Heirs, Executors, or Administrators, shall not, and do not well and truly satisfie and pay, or cause to be well and truly satisfied, and payed unto the said *A. B.* his Executors, Administrators, or Assigns, or some, or one of them, the said Sum of 387 *l.* of good and lawful Money of England, being the remainder

and

and residue of the said Sum of 2187 *l.* before specified, at, or in the Church Porch of the said Parish of *&c.* upon the several Days of payment hereafter mentioned, and in manner and form following; (*viz.*) The Sum of 200 *l.* of good and lawful Money of *England* in, or upon the Tenth Day of *December* next ensuing, the Day of the Date of these presents; and the Sum of 100 *l.* of like Moneys in, or upon the Tenth Day of *June*, which shall be in the Year of our Lord God, *&c.* and the further Sum of 87 *l.* in, or upon the, *&c.* next ensuing, being the residue of the said Sum of 387 *l.* That then, and from thenceforth this present Deed of Bargain and Sale, and every Matter and Thing therein contained, shall be void, and of none effect: And that then, and from thenceforth it shall, and may be lawful to, and for the said *A. B.* his Heirs or Assigns into the said Premises, with the Appurtenances wholly to re-enter, and the same to have repossess and enjoy, as in his or their former Estate, any thing in these presents contained to the contrary thereof, in any wise notwithstanding.

Provided always, and upon condition; That *Proviso to* if the said *A. B.* his Executors, or Administrators *make void* shall, and do well and truly content, satisfie and *an estate* pay, or cause to be contented, satisfied, and paid, *upon dis-* all, and every such Sum and Sums of Money, *charge of a* which the said *C. D.* as surety, and together with, *Surety.* and for the said *A. B.* is, and standeth bounden to pay unto any Person or Persons whatsoever, either by Obligation, Bill, Specialty, Promise, or otherwise howsoever, according to the purpose and true meaning of such Specialties or Engagements: And shall, and do at all times hereafter, well, and sufficiently discharge, and save, and keep harmless, and indemnified the said *C. D.* his Executors, and Administrators, and his and their Bodies, Goods, Chattels, Lands and Tenement, and every of them, of, and from the said Suretiship; that then, and from thenceforth this present Deed, and every matter and thing

therein contained, shall be void, and of none effect; And that then, and from thenceforth it shall, and may be lawful to, and for the said *A. B.* his Heirs' or Assigns into the said Premises, with the Appurtenances wholly to re-enter, and the same to have again repossess and enjoy, as in his or their former Estate: Any thing herein before contained to the contrary thereof in any wise notwithstanding.

*Another to
secure from
suretiship.*

This Indenture, &c. Between *A. B.* of the one part, and *C. D.* of the other part: Whereas the said *C. D.* at the request, and for the only and proper Debt of the said *A. B.* is, and standeth bound together with, and for the said *A. B.* in, and by several Bonds and other Writings obligatory in a Schedule hereunto annexed; particularly mentioned for several Sums of Money to several Persons in the said Schedule likewise mentioned. Now witnesseth these presents; That the said *A. B.* for the better security of, and saving harmless, and indemnified the said *C. D.* his Heirs, Executors, and Administrators, and his, and their Lands, Goods, and Chattels of, and from the said several Engagements; and for other good Causes and Considerations, hath, &c. [let there be a Feoffment, Bargain and Sale, &c.] Provided always, and upon condition; That if the said *A. B.* his Heirs, Executors or Administrators shall, and do well, and truly satisfie and pay, or cause to be well and truly satisfied and paid, all, and every the said Sum and Sums of Money; for the payment whereof, he the said *C. D.* is, and standeth bounden with, and for the said *A. B.* as aforesaid, in the said Schedule mentioned, according to the several effects and purports of the said Writings obligatory; and deliver, or cause to be delivered up unto the said *C. D.* his Executors, or Administrators all, and every the several Bonds and Writings obligatory to be cancelled; or else sufficient Releases and Discharges touching or concerning the same; and that within one Month after the several, and respective Sums of Money therein

men-

mentioned, shall severally and respectively, become due and payable : That then, and from thenceforth, &c. as in the former precedent. *Pag. 197.*

Provided always, and it is the true intent and *Proviso to* meaning of the said parties to these presents : That *make void* in case the said *A. B.* his Heirs, or Assigns, or a Rent- any of them shall be minded or determined to purchase out, redeem, or discharge his said Lands granted in and Tenements of, and from the said Rent charge ; *Fee upon* and shall by the space of six Months before any payment of Feast of St. *Michael* the Archangel, give knowledge money. and notice of such his mind and determination unto the Person or Persons of the said *C. D.* his Heirs, or Assigns, or any of them ; or shall by the said space, openly leave to, or for the said *C. D.* his Heirs or Assigns, at the now dwelling House of the said *C. D.* any Writing or Note, signifying such his determination and purpose : And also shall, and do at the Feast of the *Annunciation* next following, after such Notice given, or left as aforesaid ; pay, or cause to be paid unto the said *C. D.* his Heirs, or Assigns, the full Sum of &c. of lawful Money of *England* ; together with all the Arrerages of the said Annuity or Rent-charge, (if any shall be) that shall be behind, or unpaid, on the said Feast of *Annunciation*, at one intire payment ; that then, and immediately from, and after the payment of the said Sum, of &c. and Arrerages aforesaid (if any shall be) the said Annuity or Annual Rent-charge of, &c. by the year, Then these presents ; and every Covenant, Article and thing therein contained, shall cease, determine, and be utterly void : Any thing in these presents contained to the contrary thereof in any wise notwithstanding.

Provided always ; and it is covenanted, concluded, and agreed by. and between the said Parties *Apart upon* money paid to these presents : That if the said *A. B.* his Heirs, *Another to* Executors, Administrators, or Assigns, upon six *above in.* Months warning whereof in Writing, under his, or their hands (beforehand to be given) by the said *A. B.* his Heirs, Executors, Administrators,

The Proviso's in Deeds.

or Assigns, unto the said C. D. his Executors, Administrators or Assigns, shall, and will at, or upon any first Day of *May*, or Feast of *All Saints*, at, or in the place aforesaid; pay, or cause to be paid unto the said C. D. his Heirs, Executors, Administrators, or Assigns, the Sum of 100 *l.* of lawful Money of *England*, over and besides the said Rent-charge, or Annual Sum of *&c.* and the Arrears thereof, (if any then shall be) That then, and from thenceforth, from, and after the said payment or payments, so made as aforesaid, of every of the said Sum or Sums of 1000 *l.* with Arrears of the said Rent (if any shall be) to be Endorsed upon both parts of these Indentures, and subscribed by the said C. D. his Heirs, Executors, or Administrators, for every Hundred Pounds that shall be paid as aforesaid (over, and besides the said Arrears if any shall be) the full and intire Sum of 100 *l.* of the said 500 *l.* yearly Rent or Annuity, hereby granted as aforesaid, shall cease and be determined: Any thing herein before contained to the contrary hereof in any wise notwithstanding.

*To settle a
Jointure
upon future
Wife or
Wives.*

Provided always, and it is concluded and agreed by and between the said Parties to these presents, for them and their Heirs, That if the said *A. B.* [being a person to whom an Estate was limited for life, with remainders over] shall fortune to overlive the said *E. B.* his now Wife, and do after intend to marry again, That then and from thenceforth, it shall and may be lawful to and for the said *A. B.* at all times during his natural life, to assign, limit or appoint such and so much of the said Mannor of *C.* with the appurtenances, and of the said Lands, Tenements, Rents, Reversions, Services and Premises in *C.* aforesaid, as he the said *A. B.* shall think fit (so that the same exceed not the clear yearly value of One hundred pounds by the year, over and above all Charges and Reprises) to and for the use of any Woman who shall fortune to be his lawful Wife, at the time of his decease, for and during the Term of the natural life of such Wife, for and in the name of her Jointure. And that from and after such use, limitation

tion or appointment fo be made to or for any fuch Wife : All and every the faid Affurances and Conveyances of the Premifes in C. aforefaid, fo to be had, made and executed, as is aforefaid, concerning fuch and fo much thereof only, whereof any fuch appointment or limitation, by virtue of this Provifo, fhall be fo had or made, fhall be and enure ; and the faid C. D. and E. F. [who are Cognizees or Feoffees, &c.] and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, fhall ftand and be feized thereof to the ufe of fuch Wife, for and during the term of her natural life, according to the true intent and meaning of fuch limitation or appointment, any thing in thefe presents contained to the contrary thereof in any wife notwithstanding : And after fuch ufe or Eftate ended or determined, then to the ufe of every fuch perfon and perfons, and in fuch manner and form, and with fuch Remainders over. Ufes and Limitations, and under all and every fuch Conditions and Provifoes, as the fame fhould have been if no fuch limitation or appointment, by virtue of this Provifo had been made, limited or appointed — Orthus : And after the end and determination of that Eftate to the ufe of fuch Perfon and Perfons to whom the fame ought to remain, by the true intent and meaning of thefe presents.

To the ufe of the faid A. B. [being the Feoffor] for and during the term of his natural life, and from and after his deceafe to the ufe and behoof of the faid C. B. fon and heir apparent of the faid A. B. for and during the term of his natural life with remainders over in Tail] Provided always, and it is hereby declared and agreed, by and between all and every the Parties to thefe presents, and the true intent and meaning of them and thefe presents is, That for the better advancement and preferment in Marriage of the faid C. B. it fhall and may be lawful to and for the faid C. B. at any time or times during the term of his natural life by Indenture, or by any Deed or Deeds, Writing

Another.

The Provisoes in Deeds.

or Writings, to be by him the said C. B. sealed and subscribed in the presence of two or more credible witnesses, to declare, limit and appoint all or any the said Mannors, Messuages, Lands, Tenements, Rents, Hereditaments and Premises, with their appurtenances, to or for the Jointure of any Wife or Wives, with whom the said C. B. shall hereafter intermarry, for the life or lives of such Wife or Wives, or for any number or term of Years determinable upon her or their life or lives, the same to take effect from and after the death of the said C. B. And that then and so often, and from thenceforth, the said Recovery or Recoveries shall be and inure, and the Recoveror and Recoverors therein named, his and their Heirs, of and in the said Mannors, Messuages, Lands, Tenements and Hereditaments, or of or in so much or such part thereof, for or concerning which such Indenture, Deed or Deeds, Writing or Writings shall be made by the said C. B. as aforesaid, for the Jointure of such Wife or Wives, shall stand and be seized to the use of such Wife or Wives, for and during the life or lives of such Wife or Wives, according to the true intent and meaning of the same Indenture, Deed or Deeds, and Writing or Writings, and according to the intent and true meaning of these presents. And after the end or determination of such Estate to the use, &c. *Vide Proviso. Pag. 200.*

Another to settle by Deed or last Will, for a Jointure. Provided always, and it is Covenanted and agreed by and between the said Parties to these presents, that it shall and may be lawful to and for the said A. B. (the Father) at any time or times hereafter during his life, by his last Will and Testament, in Writing or otherwise, by his Deed in his life time lawfully executed, to assure, appoint, limit and convey to any lawful Wife or Wives, which the said A. B. shall hereafter fortune to Marry, for term of the life only of such Wife or Wives; or to any other person or persons, to the use of any such Wife or Wives, for term of the life only of such Wife or Wives, for or in the

the name of a Jointure or Jointures, a full third part or less, or so much as shall amount unto a full third part or less, of all that his said Mannor of, &c. And that then and from thenceforth the said Fine or Fines shall be and enure, and the said Cognizees therein to be named, their and every of Heirs, of and in such part and proportion of the said Mannor, for or concernig which, such assurance shall be made for the Jointure of such Wife or Wives, according to the intent and true meaning of these presents, shall stand and be seized to the use of such Wife or Wives, for and during the life or lives of such Wife or Wives, according to the intent and true meaning of such assurance, be the same by Deed executed in the life time of the said A. B. or by his last Will and Testament, as aforesaid, &c.

The uses being supposed to be limited to the Father for life, and after to the Son for life, with Remainders over in Tail: Then add: Provided always, and it is fully concluded and agreed by and between all and every the said Parties to these presents, for themselves, their Heirs and Assigns respectively by these presents: And also the true intent and meaning of these presents, and of the said Parties hereunto, and of the said Fine, Recovery, and other the Covenanted or intended Conveyances, and assurances, is, and so for ever shall be adjudged and taken to be: And also the said C. D. E. F. &c. and the Survivors and Survivor of them, his and their Heirs, and all and every other person or persons, his and their Heirs, which now are, or stand seized, or hereafter shall stand and be seized of and in the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, and of and in every or any part thereof, by force of these presents, and of the said Fine, Recovery, and intended Conveyances and Assurances before mentioned, and every or any of them, and their and every of their Heirs shall stand and be seized thereof, and of every part thereof with the appurtenances, to and for such use,

Another, whereby power is given to the Father to settle Land upon future Wives; and the Son to settle a Rent for a Jointure.

The Provisoes in Deeds.

The Power use, intent and purpose (notwithstanding any give to the of the former use or uses, in or by these presents, before limited, declared or appointed)
Father.

As well that it shall and may be lawful to and for the said *A. B.* at any time or times during the term of his natural life, by any his Deed or Deeds in Writing, or by his last Will and Testament in Writing, to grant, convey, assure, bequeath, limit or appoint such and so much of the said Hereditaments and Premises, not exceeding in the whole one third part thereof, as to himself shall seem meet or convenient, unto or for the use of any lawful Wife or Wives of the said *A. B.* whom he shall hereafter fortune to marry, for and during the term of the natural life or lives of such Wife or Wives, for or in the name of her or their Jointure, or in satisfaction of her or their Dower, of and in the said Hereditaments and Premises.

Power to the Son to settle an Annual Rent on his Wives.

And also, that it shall and may be lawful to and for the said *C. B.* from and after the decease of the *A. B.* at any time or times thenceforth, during his natural life, by any his Deed or Deeds in Writing, or by his last will and Testament in Writing, respectively to grant, convey, assure, bequeath, limit or appoint one Annual or yearly Rent of One hundred and fifty pounds of good and lawful Money of *England*, with or without clause of Distress, to be issuing and going out of all or any the said Hereditaments and Premises, or out of any part or parcel thereof, as to himself shall seem meet and convenient unto or for the use of *M.* his now wife, or to or for the use of any other Wife or Wives of the said *C. B.* whom he shall hereafter fortune to marry, for and during the term of the natural life or lives of the said *M.* or of such other wife or Wives, for or towards her or their Jointure or Jointures, and in satisfaction of her or their Dower or Dowers : (such of the said Premises as shall be hereafter conveyed, assured or limited, to or for the use or uses of any Wife or Wives of the said *A. B.* pursuant to the true intent

tent and meaning of these presents, for and during the life or lives of such Wife or Wives only excepted and foreprized.)

Provided always, and it is the true intent and meaning of these presents, and of all and every the Parties hereunto, That it shall and may be lawful to and for the said A. B. by any Writing or Writings sealed with his Seal, and subscribed by him, and duly executed in the presence of three Witnesses at the least, to give, grant limit or appoint, to or to the use of every or any Woman, that is or shall be hereafter his lawful Wife, one Annual or yearly Rent, not exceeding the yearly Sum of One hundred pounds, to be issuing and growing out of the said Mannors, &c. or any part of them, or either of them, so to be conveyed and assured as aforesaid, To have and to hold the said Annual or yearly Rent, to any or every such Woman, for Term of her natural life, for and in the name of her Jointure, the same to be paid at the Feasts of, &c. yearly, by even and equal portions: and the first Payment thereof to begin at such of the said Feasts, as shall next happen after the decease of the said A. B. And that then and from thenceforth the said Fine or Fines shall be and enure, and the said C. D. and E. F. and their Heirs, shall stand and be seised of and in the said Mannors, &c. so to be charged as aforesaid, to the use intent and purpose aforesaid: and that every such Wife or Wives, to whom or to whose use any such Grant or Limitation shall be made, and her Assigns, shall and may from time to time, for non-payment of the said Rent, enter into, and upon the said Lands and Tenements, so to be charged for the same Rent and Arrearages thereof, as in case of a Rent-Charge: and the Distress and Distresses so had and taken, to lead, drive, bear, carry away, detain and keep, until she or they shall be of the said Rent and Arrears thereof (if any shall be) fully satisfied, contented and paid.

Another to settle a Rent for a Jointure.

Distress.

Provided

*Another
to settle
Lands in
certain,
with refer-
vation of a
Rent to be
paid by the
Wife.*

Provided always, and it is likewise further Co-
venanted, granted and fully agreed, by and be-
tween the said Parties to these present Indentures,
for them and their Heirs by these presents, That
it shall and may be lawful to and for the said
A. B. by any Writing Indented by him, sealed
and duly executed, to assign, limit and appoint
the said capital Messuage or Mansion House of *B.*
aforesaid, and the Lands thereunto belonging,
with the Appurtenances, to the use of the said
E. B. his now Wife, for Term of her natural
life, reserving and appointing by the said Inden-
ted Writing, the yearly Rent of Ten pounds of
lawful Money of *England*, to be paid for the
same, from and after the death of the said *A. B.*
yearly, during the life of the said *E. B.* at Two
usual Feasts or Terms of the Year, by equal por-
tions, at the said Capital Messuage of *B.* afore-
said, to the said *C. B.* the Son of *A. B.* and the
Heirs male of the Body of the said *C. B.* law-
fully begotten or to be begotten, and after to such
person and persons, as by the limitation herein
before set forth, shall have the said House and
Lands, the first Payment thereof to begin at such
of the said Feasts, as shall first happen after the
decease of the said *A. B.* And that from and after
such limitation or appointment so had or made,
the said Assurances and Conveyances shall be,
and the said *C. D. E. F. &c.* and their Heirs, and
the Survivors or Survivor of them, and his and
their Heirs, shall stand and be thereof seised, to
the only use and behoof of the said *E. B.* and her
Assigns, according to such limitation as shall be
so had or appointed, so that the said *E. B.* and
her Assigns, do pay, or cause to be paid yearly
during her life, the said Sum of Ten pounds, in
manner and form before mentioned, expressed
and appointed; and from and after the death of
the said *E. B.* or of the determination of her E-
state, or use therein by any ways, then to the use
of the said *C. B.* and of the Heirs males of his
Body,

*Use limited
after the
particular
Estate end-
ed.*

Body, lawfully begotten or to be begotten, and after to the use of such Person and Persons, and in such manner and form, and with all such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos, as the same should have been if no such Assignment Appointment or Limitation, by force of this Proviso, had been thereof made or appointed.

Provided always, That it shall and may be lawful to and for the said *A. B.* from time to time, during his natural life, by his sufficient Deed or Deeds in Writing or by his last Will and Testament in Writing, to give, grant, devise, lease, limit, dispose or appoint, to and for the use and benefit of any Wife or Wives, whom the said *A. B.* shall happen to Marry, for the Term of her natural life for a Jointure, such and so much of the said Mannors, Lands, Tenements, and Hereditaments, as to him shall seem meet (not exceeding one third part in value of the whole) and that in every such case the said *C. D.* and *E. F.* and the Survivor of them, his and their Heirs and Assigns, shall stand and be seised of such of the said Mannors, Lands, Tenements and Hereditaments, as shall be so given, granted, devised, leased, limited or appointed, to the use of such Wife or Wives, for and during the natural life of such Wife or Wives, and for and during such Estate and Estates as shall be so given, granted, devised, leased, limited or appointed, in manner and form aforesaid, and under such Covenants, Conditions and Provisoos, as in such Writing or last Will shall be contained and expressed, and after the end or determination of such Estate or Estates, to the use of such Person or Persons, to whom the same ought to be and remain, by the true intent and meaning of these presents.

*Another
more brief.*

*Another
Proviso,
for future
Wives, by
way of li-
mitation
of Use.*

*Use to
Daughters.*

As to for and concerning the said Mannor or Farm of *B.* to the use of the said *G. B.* for and during the Term of his natural life, without impeachment of or for any manner of waste, and from and after his Decease to the use and behoof of the said *E. B.* his Wife, for and during her natural life for her Jointure, &c. and from and after the Decease of the said *C. B.* and *E. B.* for and concerning the said Mannor or Farm, or so much of the same as the said *C. B.* shall at any Time or Times during his life, by one or more Writing or Writings under his Hand and Seal, Seal'd and Executed in the presence of three credible Witnesses, limit and declare for a Jointure, for such other Wife as he shall have at any the time of his Decease, to the use of such Wife, for and during her natural life for her Jointure: And for and concerning the residue of the said Mannor or Farm, not so limited by such Writing or Writings, from and after the decease of the said *C. B.* and *E.* his Wife: And for and concerning so much of the said Mannor or Farm as shall be so limited by such Writing or Writings, from and after the Decease of the said *C. B.* and *E.* his Wife, and from and after the decease of such other Wife as the said *C. B.* shall have at the time of his Decease, to the use and behoof of the first Son of the body of the said *C. B.* lawfully to be begotten, and of the Heirs Male of the body of such first Son lawfully to be begotten, &c. to the tenth Son, and the Heirs of the body of such tenth Son lawfully to be begotten: And for want of such Issue, to the use and behoof of all the Daughters of the body of the said *C. B.* lawfully begotten, and to be begotten, and of the several and respective Heirs of the Bodies of such Daughters lawfully begotten or to be begotten, &c.

Provided

Provided always, And it is fully Covenanted, concluded and agreed, by and between all the said Parties to these presents, for them, their Heirs and Assigns, That it shall and may be lawful to and for the said *A. B.* And that the said *A. B.* shall have power and authority from time to time, and at all times hereafter, at his Will and Pleasure, during the term of his natural life, by his Deed or Deeds in Writing, to demise, grant, and to farm, let, all or any, the said Messuages, Lands, Tenements, and Hereditaments, and every or any part or parcel thereof, as well in possession as in Reversion, or in Possession or in Reversion unto any Person or Persons, for one, two or three lives, or for any number of years determinable upon one, two or three Lives, or for the term of Twenty one years, under such Rents, Reservations, Covenants, Conditions, Limitations and Agreements, as to him shall seem meet, or without any Rent, Reservation or Condition at his Will and Pleasure; and that when and so often as any such Demise, Grant or Lease, shall be made by the said *A. B.* of the Premises, or any part or parts thereof, the said *C. D. E. F. G. H. &c.* and every of them, and the Survivors and Survivor of them and every of them, and his and their Heirs and Assigns, shall stand and be seized of such part, parts and parcels of the said Messuages, Lands, Tenements, Hereditaments and Premises, as shall be so Demised, Leased or Granted, immediately from and after such Demise or Demises, Lease or Leases, Grant or Grants made, to the use and behoof of every such Person and Persons to whom any such Demise or Demises, Lease or Leases, Grant or Grants shall be so made, and of their Executors, Administrators and Assigns respectively, only for and during the continuance of the Estate and Estates, Term and Terms, Interest and Interests to be expressed in such Lease, Demise or Grant, Leases, Demises, or Grants; and under such Rent or Rents, Reservation or Reservations, Condition or Conditions,

Power given to cestuy que use for life, to make Lease.

The time for how long he may demise.

The Cognizees; or Fees to stand seized to, the use of the Lessee.

Limit-

The Provisoos in Deeds.

Limitation or Limitations, as in or by such Lease or Leases, Demises or Grants, shall be limited, expressed or contained respectively, according to the intent, purport and true meaning of every such Reservation, Condition or Limitation. And of the Reversion and Reversions, Rents and Services reserved and depending upon the said Leases and Grants, and also after the end and expiration of every such Demise, Lease and Grant to be made, and as the same shall respectively end and determine, Then of all and every such part and parts of the Premises as shall be so Demised, Leased or Granted, as aforesaid, to the use of such Person or Persons, and in such manner and form, and of such Estate and Estates, with such Remainder and Remainders over, as are before herein and hereby limited and declared, and to none other use, intent or purpose whatsoever.

Power given to cestuy que use for life, and his issue to make Leases and Jointure. Provided always, and it is fully concluded, conveyed unto, granted and agreed, by and between all and every the said Parties to these presents, for them and every of them, and for their heirs, and every of their Heirs, and the true intent and meaning of these presents is, notwithstanding any limitation of the Use or Uses aforesaid, that it shall and may be lawful to and for the said A. B. and also to and for the said C. B. his Son, and to and for all and every the Issue Males, or Females of the Body of the said C. B. being seized of the Premises, or any part thereof, in his, her or their Demesne, as of Free-hold or Fee-Tail, by force of any the Uses or Limitations herein before expressed, by his, her their or any of their Deed or Deeds Indented, to be sealed and executed in the presence of two or three credible Witnesses, or by his, her, their or any of their last Will and Testament in Writing, to be sealed and subscribed with his, her, their, or any of their Hand or Hands, and pronounced and affirmed in the presence of three or more lawful Witnesses, to be his her or their last Will, to make any Demise or Demises, Lease or Leases, Devise or Devises, of

By Deed, or by last Will.

of such of the said Premises, or of such part thereof, as whereof the said *A. B.* and *C. B.* or any issue Male or Female of the body of the said *C. B.* shall be then seized of, in actual and real possession (the chief House called *C.* and the Demesnes of the said Mannor of *C.* &c. before, in, and by these presents limited, expressed and appointed for the Jointure of the said *E. B.* only excepted) to any Person or Persons whatsoever: To have and to hold the same, from and after the Time of the making of such Deed or Deeds, Lease or Leases, Devise or Devises, or any of them, to any Person or Persons, for and during the Term of Eighty years, or any lesser Term of years, so as the same Lease or Leases, Devise or Devises, be not made without impeachment of waste, by any special Covenant, clause or matter for that purpose, to be contained within any such Deed or Deeds, or last Will and Testament, and so as the same be made in such sort, as that the same do or shall end, determine or expire, by or upon the death or deaths of any one Person, or of two Persons, or of three Persons at the most: or otherwise from and after the Time of the making of such Deed or Deeds, or last Will and Testament, for and during the Term or Terms of One and twenty years at the most, or for any lesser Term of years, from the time of the making of such Deed or Deeds, or last Will and Testament. And so that in or upon every such Demise or Demises, Lease or Leases, Devise or Devises, to be made for Twenty years or under, or for the Term of Eighty years or under, determinable upon the death or deaths of one; two or three Persons, as is aforesaid, there be reserved and limited, to be paid yearly during such Term or Terms, to such Person or Persons for the Time being, to whom the immediate Free-hold of the things so to be demised, letten or devised, by the intent and true meaning of these presents, shall from Time to Time, during the continuance of such Term or Terms, appertain; such yearly Rent or Rents, and other Services,

Exception:

So as the Leaser, &c.

be not with- out im- peachment of waste.

So as upon such Leases the now

Rent be re- served, to the next in reversion.

vices, Boons, Customs and Averages, or more, as are at this present yearly answered, paid or done, for the said Premises, by the now Tenants, Farmers, or occupiers of the same.

To make a Jointure.

And further also, That it shall and may be lawful to and for the said C. B. and for every or any Son or Sons, heirs male or issue male of the body of the said C. B. and for every Son or Sons, and issue male of the several bodies of the said Sons and issue male, being then seized in their or any of their Demesne, as of Freehold or in Tail; by force of any the Uses or Limitations herein before expressed, of or in any the said Mannors, Messuages, Lands, Tenements and Hereditaments, herein before expressed, or of any part or parcel thereof, in or by his or their or any of their Deed or Deeds, Indented by him or them, to be seal'd subscribed and duly executed in the presence of two or more lawful and credible Witnesses at the least, or by his their or any of their last Will and Testament in Writing, by him or them to be Seal'd, and Subscribed, and pronounced or affirmed to be his or their last Will or Wills, in the presence of two or more credible Witnesses, to appoint limit; give or devise any part of such, and so much of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, as he or they shall then so stand and be seized of, as is aforesaid, not exceeding in ancient yearly value or Rent the Sum of Two hundred pounds by the Year, to or for any Woman or Women, which they or any of them shall at any Time or Times hereafter lawfully espouse, marry or take to his, their, or any of their Wife or Wives, for her or their Jointure, or in satisfaction of Dower, during the natural life or lives only of such Woman or Women, so as the said Gift, Devise, Limitation or Appointment, for Jointure or

To settle a Jointure, not exceeding 200 l. per Ann.

The Cognizance, &c. to stand seized to the use of Lessees, &c.

Jointures be not made without impeachment of Waste, by any special Covenant, clause or matter for that purpose, to be contained in any such Deed or Deeds or last Will. And it is further granted, condescended and fully agreed unto, by and

and between all and every the Parties to these presents, for them and their Heirs, that the several Fines and Recoveries, before, in and by these presents Covenanted, mentioned, meant, intended or specified, to be had, made, acknowledged, levied or suffered, of the Premises, and of every or any part or parcel thereof shall be judged, construed, deemed, and taken to be: And also that they the said C. D. E. F. &c. and their Heirs, and the Survivor and Survivors of them, his and their and every of their Heirs, shall stand and be seized: Of, for and concerning such and so much of the said Mannors, Lands, Tenements, and other the Premises as shall be so Demised, Letten or Devised for any Term of years, as aforesaid, and according to the true intent and meaning of these presents, To the use and behoof of all such and so many of the Person or Persons, and of their Executors, Administrators and Assigns, to whom such Demise or Demises, Lease or Leases, Devise or Devises, for any such term or terms of years, shall be made, according to the intent and true meaning of every such Demise, Lease or Devise so thereof to be made, and in such sort as shall be limited, expressed or intended, in or by such Demise, Lease or Devise: To have, hold and enjoy the things to him or them so to be Demised, Leased or Devised; for and during only such and so long time, or term or terms, for the which such Demise or Demises, Lease or Leases, Devise or Devises, shall be so made, as aforesaid, so as every such Person or Persons to whom such Demise or Demises, Lease or Leases, Devise or Devises, shall be made as aforesaid, and his and their Executors, Administrators and Assigns, having sufficient notice and knowledge, to whom the same by the true intent and meaning of these presents, shall of right belong and appertain, shall well and truly pay, or cause to paid, to such Person or Persons for the time being, to whom the next and immediate Reversion or Remainder of the thing or things, to him or them so to be Demised, Letten or Devised, shall during such term or

*So as they
pay their
Rents.*

*Cognizees
to stand
seized to
the use of
Wife or
Wives, &c.*

*After the
Leases, &c.
determined
then to the
former uses.*

*Another, to
Lease Land
granted, con-
cluded and
fully agreed,
by and be-
tween all and
every the said
Parties to these
pre-Jointure,
at sents, and
it is the true
intent and
meaning of
these presents,
and of the
Parties to the
same,
that it shall
and may be
lawful to and
for the
said A. B. at
all and every
time or times
here-
after*

terms appertain, the yearly Rent or Rents, in or by such Demise, Lease or Devise to be reserved, or mentioned to be reserved, at the day or days, and according to the clause of Reservation therein to be contained, limited and appointed, or within One and Twenty days at the furthest, next after lawful demand made of and for the said Rent or Rents, at the time or times when the same shall be due and payable, according to the purport and true meaning of such Demise or Demises, Lease or Leases, Devise or Devises. And that of for and concerning such of the Premises aforesaid, as shall be by the said C. B. or any Issue Male of his body, or the Issue Male of such Issue, according to the purport, effect and true meaning of these presents, limited appointed, given, disposed or devised, to or for the Jointure or Jointures of any such Woman or Women, which they or any of them shall lawfully Marry as aforesaid, To the use and behoof of every such Wife or Wives, for and during the term of the natural life or lives of such Wife or Wives. And as the said several Uses, Provisions and Limitations herein before expressed, by the true meaning and intent of these present Indentures shall severally end and determine, then to the use of such Person and Persons, as by the true intent and meaning of any the Limitations aforesaid. should or ought to have had the same, if no such Limitation, Gift, Lease, Devise or Appointment had been done or made, and for such Estate and Estates, and in such order, form course, quality and degree, and with such Remainder and Remainders thereof, over and by, upon and under such Provisoos and Limitations, as are herein before set forth and declared.

Provided always, and it is further Covenanted, granted, concluded and fully agreed, by and between all and every the said Parties to these pre-Jointure, at sents, and it is the true intent and meaning of these presents, and of the Parties to the same, that it shall and may be lawful to and for the said A. B. at all and every time or times here-
after

after, when, and as often as it shall please him, by any Writing or Writings, to be sealed and subscribed by and with the Hand and Seal of the said *A. B.* and by and with the Hand and Seal of the said *E.* his Wife, and whereunto the said *E.* shall be Party, in the presence of three or more sufficient Witnesses, and not otherwise. And also that it shall and may be lawful to and for the said *A. B.* at any time after the decease of the said *E.* by any Writing or Writings, by him to be sealed and subscribed in the presence of three or more sufficient Witnesses, and not otherwise, to make any Lease or Leases, Demise or Demises of so much of the said Mannor of *D.* and other the Premises in *D.* aforesaid, as is limited and appointed, to or for the Jointure of the said *E.* or of any part or parcel thereof, to any Person or Persons, or for any term or terms of years, not exceeding the term of One and twenty years, to take effect immediately from the making of such Lease or Leases, Demise or Demises, so as upon every such Lease or Leases, so as aforesaid to be made, such and so much yearly Rent or Rents, or more, shall be reserved, for every parcel or parcels of the Premises, so to be Demised as is mentioned and expressed in a Writing Indented, bearing Date with these presents, to one part whereof the said *A. B.* hath set his Hand and Seal, and to the other part whereof the said, &c. hath set his hand and Seal, by which said Writing, the said Premises so meant or intended to be Demised are rated and valued at to be yearly worth. And that at all *Recoveries* from and after the said Lease and Leases, *res.*, &c. Demise and Demises, so to be had and made *as to be to the* aforesaid, the said Recovery and Recoveries *be use of the* fore mentioned shall be, and shall be adjudged, *Lessee.* deemed and taken to be, and the said Recoverors, and their Heirs, and all and every other Person and Persons, and their Heirs then standing, and being, or which at any time from thenceforth shall stand or be seized of, or in so much of the said Mannor and Premises, as shall so happen

The Provisoers in Deeds.

*The Lessees
paying
their Rents.*

from time to time, to be Leased or Demised in manner and form aforesaid, and according to the true meaning of these presents, shall from thenceforth stand and be seized thereof, and of every part and parcel thereof, to the use and uses of all and every such Person and Persons, to whom any such Lease or Leases, Demise or Demises shall be made, as aforesaid, their Executors, Administrators and Assigns, for and during the continuance of all and every the said Lease and Leases, Demise and Demises, so long as the said Lessee and Lessees, his and their Executors, Administrators and Assigns, shall and do well and truly satisfy and pay the Rents reserved, in and by the said Lease and Leases, Demise or Demises: And from and after the expiration of all and every the said Lease and Leases, Demise and Demises, to be had and made as aforesaid, and as they shall severally end and determine: Then and from thenceforth to such further use and uses, purposes and intents, as be thereof before in these presents expressed and declared, and as by the true intent and meaning of these presents they should or ought to have done, if no such Lease or Leases, Demise or Demises had been thereof at any time had or made, any matter or thing herein before contained, to the contrary thereof, in any wise notwithstanding, &c.

In witness, &c.

*Another to
make Leases
of such
Rents as
Lessor please
seth.*

*For 21
years, or
3 Lives.*

Provided also, and it is Covenanted, granted, concluded, agreed, and declared, by and between all the said Parties to these presents. That it shall and may be lawful to and for the said A. B. from time to time, and at all or any time or times, during his natural life, by any Indenture or Indentures, to make any Demise or Demises, Grant or Grants, of the said Premises, or of any part or parcel thereof, alone or amongst other things, as well in Possession as in Reversion, for the term of One and twenty years or under, or for one, two or three Life or Lives, or for any term or number

number of years determinable, upon one, two or three Life or Lives, at, for and under such Rents, Covenants and Conditions, as to him the said *A. B.* shall seem meet, so as the said *E. B.* [Wife of the said *A. B.*] be made Partry to every such Indenture, whereby any such Demise or Grant shall be made, during the life of the said *E. B.* And that the said *E. B.* do seal and deliver every such Indenture, And that at all times, from and after the making of such Indenture or Indentures of Demise or Demises, Grant or Grants, the said Fine so to be levied as aforesaid, and the Cognizees of the said Fine, and their Heirs, and the Heirs of the Survivor of them shall stand and be seized of and in such part or parts, as shall be so Demised or Granted to the use and behoof of every such Lessee or Lessees, Grantee or Grantees, their Executors, Administrators and Assigns, to whom any such Demise or Demises, Grant or Grants shall be so made, and according to the true intent and meaning of every the same several and respective Demise or Demises, Grant or Grants, so as the same Lessee or Lessees, Grantee or Grantees, their Executors and Assigns, shall and do pay the Rents and perform the Covenants and Conditions in such Indentures of Demise or Grant to be specified and contained, according to the intent and true meaning of the said Indentures: And after the end or determination of such Estate or Estates, then to the use of such Person and Persons to whom the same ought to remain by the true intent and meaning of these presents.

So as the Wife be Partry.

Cognizees to stand seized to the use of the Lessees.

Provided always, and it is the true intent and meaning of these presents, That if the said *A. B.* shall at any time hereafter during his life-time, demise, grant or lease the said Messuages, Lands, Tenements, Hereditaments, and other the Premises, before by these presents granted or assured, or any part or parcel of them, by his Deed Indented under his Hand and Seal, for the term of any year or years, life or lives, and under such Rents

Another form to give power to make Leases for such Term and under such as Lessor Rents pleaseth.

Rents and Covenants as he shall think fit: that then and immediately from and after every such Demise, Lease or Grant, so to be made by the said *A. B.* the said *C. D. E. F. &c.* and their Heirs, shall stand and be seized of such leased Premisses, to the use and behoof of the said Lessee and Lessees, Grantee and Grantees, and every of them, and of their several Executors Administrators and Assigns, during the term and space mentioned in the said several Leases, Grants and Demises respectively, so that the yearly Rent or Rents mentioned or reserved by the said *A. B.* in such Lease or Leases, Demise or Demises, Grant or Grants, be yearly paid to the said *A. B.* during his natural life, and after his Decease, to such person or persons, as by the purport and true meaning of these presents, ought to have the Reversion or Remainder, Reversions or Remainders of the Messuages, Lands, Tenements and Hereditaments, so to be leased or granted at the several days, in every such Lease or Grant, to be expressed or set down for payment thereof, or within Twenty days after every such Day or Days. and request made for payment thereof by the said *A. B.* or by the said Person or Persons, in Reversion or Remainder. And so that the said Lessees and Grantees, their respective Executors, Administrators and Assigns, do well and truly perform the Conditions to be comprised in the Indenture or Indentures, of their said several Leases, Demises or Grants, according to the effect, intent and true meaning true meaning of the same Indenture or Indentures. And that the said *C. D.* and *E. F. &c.* and their Heirs, shall stand and be seized of the Reversion and Remainder, Reversions and Remainders of the said Messuages, Lands, Tenements and Hereditaments, so to be leased or granted as aforesaid, and after the end or determination of such Lease or Leases, then of the said Messuages, Lands, Tenements and Hereditaments, so to be leased or granted to such uses and intents, as the said *C. D. E. F. &c.* should have stood or been thereof seized, by the purport,

*So that the
Rent be
paid to
Lessor and
those in Re-
mainder.*

*And so that
the Lessee
perform the
Conditions
in such
Lease men-
tioned.
Cognizees
to stand
seized of
the Rever-
sion, and of
the thing as
it falls in-
to possession.*

port, intent and true meaning of these presents, if no such Lease or Grant had been thereof made, and that of and for such Estate and Estates, in such order and degree, with the same Remainder and Remainders, and in such manner and form, to all intents and purposes, as they should have stood and been thereof seized, by the purport and true meaning of these presents, if no such Lease or Grant had been thereof had or made.

After uses limited as followeth, (*viz.*) to the use of the said *A. B.* for and during the term of his natural life, without impeachment of waste, &c. [with Remainders over] Provided always, and it is agreed by and between all the parties to these presents, and by them and every of them hereby declared to be their true intent and meaning, that it shall and may be lawful to and for the said *A. B.* at any time or times during his natural life, to make any Demise, Lease or Grant, Demises, Leases or Grants, by Indenture or Indentures (to be by all the parties thereunto duly executed) of all or any part of the said Messuages, Lands, or Premises, either in Possession or reversion, or otherwise to any Person or Persons whatsoever, for any term or terms of years, or for the life or lives of any one or more Person or Persons, or for any term or terms of years, determinable upon the Death or Deaths of any one or more Person or Persons, or for any other term or terms of years whatsoever, as by the said *A. B.* shall be thought fit or convenient. And that from and immediately after the making and executing of such Demise, Lease, or Grant, Demises, Leases or Grants, the said *C. D. E. F. &c.* and the Survivors and the Survivor of them, and his and their Heirs, shall stand and be seized of all, or such part, and so much of the said Messuages, Lands, Tenements and Premises, as shall be at any time or times hereafter leased or demised, as aforesaid, to the use of such Person or Persons respectively, to whom any such Demise, Lease or Grant, shall be so made, for such Estate, term and interest, and in

Another for such Term and under Rent, or no Rent, as Lessor pleaseth.

Cognizees, &c. to stand seized to the use of Lessees.

*So as Lessees
pay their
Rents.*

in such manner and form, as the same shall happen to be so leased, demised or granted, according to the true intent and meaning of these presents, and of every such Demise, Lease or Grant. So as such Lessee or Lessees, Grantee or Grantees, during his or their several Lease or Leases, Grant or Grants, or Interests, respectively do pay or cause to be paid the Rent or Rents, or Sum or Sums of Money, reserved or appointed to be paid in and by the Indenture or Indentures of his and their Lease and Leases, Grant and Grants respectively, to such Person or Persons, to whom the same from time to time shall by the purport and true meaning of these presents belong or appertain, according to the purport and true meaning of such Lease and Leases, and that the said C. D. and E. F. &c. shall stand and be seized of the Reversion, *vide* Page 217.

*Another for
21 years, or
3 lives, un-
der the an-
cient Rents,
and charg-
able with
Rents, &c.
before char-
ged, &c.*

*Charged
with Rents
and Pay-
ments, &c.*

Provided always, that it shall and may be lawful to and for the said A. B. [being *Cestuy que use* for life] from time to time, and at all times hereafter, during the term of his natural life, by his Deed or Deeds lawfully executed, or otherwise, by his last Will and Testament in Writing, to Lease, Grant or Demise, Give, Dispose, Limit or Appoint, to any Person or Persons whatsoever, All, every or any the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, with the appurtenances [the chief House called B. and the Demesnes of the said Mannor of B. before, in and by these presents limited, expressed and declared, for the Jointure of the said M. only excepted] for and during the term of One and twenty years, or for some shorter or lesser Term of years, or for the term of one, two or three lives, or for any number of years, determinable upon one, two or three lives, charged nevertheless, or chargeable with such Rents, Sums of Money and Payments, as before or after in these presents are appointed, limited or declared to be paid, levied, or issuing out of the same, or any part thereof, as in these presents is mentioned and

and declared, so that all and every such Lease and Leases, Devise and Devises, or any of them, be *Not to be* not made to be without impeachment of Waste, *without* by any special Clause, Proviso or Covenant there- *impeach-* in to be contained, and that every such Lease, *ment of* Grant, Demise or Devise so to be made, be made *Waste.* of Lands or Tenements in Possession, usually let- ten to farm by the space of Twenty years last past, and not of any Lands in Reversion. And so that upon every such Grant, Lease, Devise or Demise, the old and accustomed Rent and Rents, *Old Rent,* Boons, Arrearages, Customs and Services, or more, *or more to* be reserved to be due and payable, during the *be reserved.* continuance of every such Demise, Lease, Grant or Devise, at the days and times, and in such manner and form as the same have been accustomed. [——— Or thus, So as upon every such Grant, Lease Demise or Devise, for Life or Lives, or years, to be made, the old and accustomed Rents, Duties and Services, or more, be yearly reserved and payable during the said Terms, unto such, to whom the immediate Reversion or Remainder of the Mannors, Messuages and Lands, so Leased or Devised shall be, and who ought to have and receive the said Rents, Duties and Services, by the intent and true meaning of these presents.]

And that the said Assurances and Conveyances *Assurances,* of the Premises, by Fine, Recovery, or other- *&c. to be* wise to be made, and every of them shall be and *to the use* inure, and the said Persons to whom the said *of Lessees.* Assurances and Conveyances shall be made, and their Heirs and Assigns shall stand and be seized of the Premises, and of every part thereof, so to be Demised, Granted, Leased or Devised, to the use and behoof of all and every such Person or Persons, to whom any such Lease, Demise, Grant or Devise shall be made, his and their Executors, Administrators and Assigns, during the said term and terms, to be contained in the said Demise, Lease, Grant or Devise, according to the tenour effect and true meaning of such Demise, Lease
or

The Provisoes in Deeds.

*So as the
Lessees pay
their Rents,
&c.*

or Devise, so as the said Lessees and Devisees, and every of them, their, and every of their Executors, Administrators and Assigns, and such Person or Persons to whom their or any of their respective term or terms, or interest shall come and be devolved, shall and do content and pay to the said *A. B.* or such Person or Persons as shall have at any time (during their respective terms or interests) the immediate Reversion or Reversions, Remainder or Remainders, of the Premises so leased or devised, the Rent or Rents, and Services to be reserved or made due and payable, in and upon every such Lease and Grant, or Devise: at the times in the said Lease, Grant or Devise mentioned, or within one Month next after: And do likewise perform the Conditions, Covenants, Clauses and Appointments, specified in such Demise; Lease, Grant or Devise. And that after the end of such Estate or Estates, the said Conveyances and Assurances shall be and inure; and the said Persons to whom the said Conveyances and Assurances shall be made, and their Heirs and Assigns shall stand and be seized of the said Premises, so Leased or Devised as aforesaid, and of every part and parcel thereof, to the use of such Person and Persons, to whom the same ought to remain, by the true intent and meaning of these presents.

*And per-
form Cove-
nants Con-
ditions.*

*Power gi-
ven to two
Tenants for
life, to
make Lea-
ses succes-
sively.*

Provided always, and it is the intent and true meaning of these presents, and of all the Parties hereunto, That it shall and may be lawful to and for the said *A. B.* at any time or times during his natural life, and also to and for the said *C. B.* (at any time or times, from and after the Decease of the said *A. B.*) during the natural life of the said *C. B.* by any their several Deed or Deeds in Writing, at any time or times Respectively and Successively to Demise, Grant or Lease, all or any part of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, heretofore usually Demised or Letten (which at the time or times of such Lease or Leases, shall happen respectively to be in the lawful in the lawful, actual and

and real possession of an Estate of Freehold, in such of them as shall make such Lease or Leases for the time being) to any Person or Persons whatsoever, for the term of One and twenty years or under, or for three Lives or under, or for any number of years determinable upon three lives or fewer, in possession, and not in Reversion, so that in and by every such Lease or Leases, Demise or Demises, so to be made as aforesaid, the old ancient and accustomed Rents, Duties and Services, or more, be reserved to be therefore respectively due and payable yearly, during the continuance of such several Lease and Leases. And that then, and immediately from and after such Lease or Leases, so made as aforesaid, the said C. D. E. F. the Cognizees, &c. and the Survivors and Survivor of them, and his and their Heirs shall stand and be Seized of the said Mannors, Messuages, Lands, Tenements and Hereditaments, and every part thereof which shall be so Demised or Leased as aforesaid, to the use of such Person or Persons respectively, to whom such Lease or Leases, Demise or Demises shall be made, for such Estate, Term and Interest, and in such manner and form as the same shall so happen to be Demised or Leased, according to the true intent and meaning of these presents, and of every such Demise, Lease or Grant: And that from and after the end and determination of the Estate or Estates, in such Demise or Demises, Lease or Leases to be contained, the said C. D. E. F. &c. and the Survivors and Survivor of them, his and their Heirs shall stand and be Seized of the said Premises, so Leased or Demised as aforesaid, as the Estate or Estates therein shall cease or determine, to the use of such Person and Persons to whom the same ought to remain and come, by the true intent and meaning of these presents.

The

*Another, by
way of use,
limited to
the Lessees;
briefly.*

The first limitation being thus—— To the use of the said *A. B.* for and during the term of his natural life, without impeachment of or for any manner of Waste. [Then followeth] And from and after the Decease of the said *A. B.* to the use of such Farmers or Tenants to whom the said *A. B.* shall at any time hereafter, during his natural life, by Deed or Deeds, by him lawfully executed, Demise or Lease the same, for and during the term or terms of One and twenty years, or under, or for and during the term of one, two or three lives, under the Reservations, Provifoes, Covenants and Conditions in such Demise or Lease, Demises or Leases to be contained, and from and after the end and determination of the said several Estates for life, lives or years, and as the same shall severally and respectively end and determine, to the use and behoof of the Heirs of the Body of the said *A. B.* and for want of such Issue, to the use and behoof of the right Heirs of the said *A. B.* for ever.

*Another to
the same
effect, but
more full.*

To the use of the said *A. B.* for and during the term of his natural life, and from and after the decease of the said *A. B.* As to such part of Premises as shall be by the said *A. B.* by any Deed or Deeds by him duly executed during his life, Demised or Leased to any Person or Persons, whatsoever, for and during the term of One and twenty years; or under, or for and during the Term of one, two or three lives, To the use of such Farmers or Tenants respectively, for and during their said several and respective Terms and Interests, under the Reservations, Covenants, Provifoes and Conditions, in such Demise or Lease, Demises or Leases to be contained, And from and after the end and determination of the said several Terms and Interests, and as the same shall severally and respectively end and determine, to the use and behoof of the Heirs of the Body of the said *A. B.* and for want of such Issue to the use and behoof of the right Heirs of the said *A. B.* for ever. And as to such
part

part of the Premifes as shall not be so Demised or Leased by the said *A. B.* at the time of his Death, to the use and behoof of the Heirs of the Body of the said *A. B.* and for want of such Issue, to the use and behoof of the right Heirs of the said *A. B.* for ever.

Provided always, that if the said *A. B.* shall at *Power* to any Time during his natural life, intend or be *revoke* by minded to alter, change repeal, revoke, or make *Deed.* at- void all the said Estates, Uses, Remainders and *tested by* Limitations before in these presents mentioned, or *two or more* any of them, of and in the Premises, or any part *Witnesses.* or parcel thereof; And shall by any Deed or Deeds in Writing, under his Hand and Seal, to be attested by two or more credible Witnesses, Subscribing their Names thereunto, signifie and declare, that his mind and intent is, to alter, change, repeal, revoke, or make void the said Estates, Uses, Remainders and Limitations, or any of them, That then and at all times, from and after such Deed or Deeds shall be so Signed, Sealed and Attested as aforesaid, All and every the said Uses, Estates, Remainders, and Limitations, before in these presents specified and declared, or such or so many of them as shall be mentioned in the said Writing or Writings of Revocation, to be repealed, revoked, or made void of or in the said Premises, or any part thereof, shall from thenceforth cease, determine, and be repealed, revoked and utterly void for ever. And that then and *Cognizans,* from thenceforth, the said *C. D. E. F. &c.* and &c. to the Survivors and Survivor of them, his and their *stand seized* Heirs, and all and every other Person and Per- *to other* sons whatsoever, which shall be then seized of *uses.* the said Premises, with the appurtenances, or of any part or parcel thereof, shall stand and be Seized thereof, or of so much thereof, as shall be mentioned and contained in the said Writing or Writings of Revocation, to be therein and thereby revoked, repealed, and made void, as aforesaid, to the only use and behoof of him the said *A. B.* his Heirs and Assigns for ever, or to such *other*

other use or uses, intents and purposes, as in and by the said Deed or Deeds, Writing or Writings of Revocation, shall be limited, declared and appointed : and to none other use, intent or purpose whatsoever : any thing before specified, to the contrary thereof in any wise notwithstanding.

To revoke, Provided always, and it is fully agreed by and
and limit between all the said Parties to these presents, That
new Uses, it shall and may be lawful to and for the said
by Deed or A. B. at any time or times hereafter, during his
last Will. life, at his free will and pleasure, by his Deed
 or last Will and Testament in Writing, by him
 to be Sealed and Published in the presence of
 three credible Witnesses at the least, to alter,
 change, determine, revoke, or make void all or
 any the Use or Uses, Estate or Estates in these
 presents before declared, mentioned or limited,
 of the Premises or any part thereof : And that
 at all times from and after such time as the said
A. B. shall by any such his Deed or last Will in
 Writing, so express and declare his pleasure and
 mind to be, to alter, change, determine, revoke,
 or make void all or any the Use or Uses, Estate
 or Estates in these presents before declared, men-
 tioned or limited, of the said Premises, or any
 part thereof, That then and from thenceforth,
 all or such of the said Estate and Estates, Use
 and Uses herein before declared, as shall be so
 declared and mentioned by such Deed or last
 Will of the said *A. B.* to be altered, changed, de-
 termined or made void, shall cease determine and
 be void : And that then and from thenceforth,
 the said Fine or Fines, and the said Cognizees
 therein to be named, and all other Person and
 Persons, which shall then happen to be seized of
New Uses. the Premises, or any part or parcel thereof, of
 which the Use or Uses shall be so altered, chang-
 ed, revoked, determined or made void, shall
 thereof stand and be Seized to the use of such
 Person and Persons, and of such Estate and Estates,
 and in such manner and form, as in and by such
 Deed

Deed or last Will of the said *A. B.* Sealed, Published and Attested as aforesaid, shall be declared and expressed, and for want of such declaration, to the use and behoof of the said *A. B.* his Heirs and Assigns for ever.

Provided always nevertheless, and it is Covenanted, concluded and fully agreed by and between all the said Parties to these presents, That if the said *A. B.* shall be mindful at any Time hereafter, to alter or revoke the said Uses or any of them, and the Estate or Estates that shall or may be vested or settled by vertue, force, or reason of these presents, and of the Statute of transferring Uses into possession, it shall and may be lawful to and for the said *A. B.* at all times at his own will and pleasure, during his natural life, in or by his Deed in Writing, to be testified by two or more credible Witnesses, or by the last Will and Testament of him the said *A. B.* to be testified as aforesaid, to revoke, alter, change, determine, annul, make void and frustrate all or any of the said Uses or Estates in these presents before mentioned, of all or any part or parcel of the said Mannor, &c. And also by his said Deed in Writing, or by his last Will in Writing, to be testified as aforesaid, to limit, declare and appoint the Uses of the said Mannors, Lands and Premises, or of any of them, or of any part or parts of them, to any of the Persons before-named, or to any other Person or Persons whatsoever. And, that upon such new Declaration. Limitation and Appointment of any new or other Use or Uses, Estate or Estates, of or in the Premises, or any part or parcel thereof, as aforesaid. The Use and Uses, Estate and Estates of such or so much of the Premises, whereof any such new Declaration, Limitation and Appointment, shall be so had and made, shall be, and the said *A. B.* his Heirs and Assigns, and all and every other Person and Persons, and his and their Heirs and Assigns, which at any time hereafter shall stand and be Seized of such and so much of the Premises,

The Provisoes in Deeds.

mises, whereof any such new Declaration, Limitation and Appointment, shall be so had and made, shall stand and be Seized thereof, to the use of such Person and Persons, and of such Estate and Estates, as shall be mentioned and expressed in the said Deed or last Will, any thing in these presents contained to the contrary hereof in any wise notwithstanding.

Another.

Provided always, and the true intent and meaning of these presents, and of all the parties hereunto is, That it shall and may be lawful to and for the said *A. B.* and the said *A. B.* shall have full power at all times hereafter, and from time to time during his life, at his free will and pleasure, by any his Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing, by him to be Seal'd and Subscribed, in the presence of two, three or more credible Witnesses, to alter, change, diminish, enlarge, revoke, determine or make void all and every, or any the Use and Uses, Estate and Estates, before, in and by these presents limited, expressed, mentioned, declared or appointed to any Person or Persons, of or in the said Premises, or any part or parcel thereof, and to declare, create limit or appoint any other Use or Uses, Estate or Estates, to any of the Person or Persons aforesaid, or to any other Person or Persons whatsoever, in such sort, manner and form, and for such Estate or Estates, term and terms, as the said *A. B.* shall think meet and convenient. And that at all times, and from time to time immediately from and after such alteration, change, diminution, enlargement, revocation or determination of the said Use or Uses, Estate or Estates, and Creation, Declaration, Limitation or Appointment of any other Use or Uses, Estate or Estates, The said Fine or Fines, and Recovery or Recoveries, and all and every other Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, heretofore had or made, or at any time hereafter to be had or made, of the said Mannor, &c. or of any part

part thereof, according to the intent and true meaning of these presents, shall be and enure, and be construed, deemed, adjudged and taken to be and enure. And the said Cognizee or Cognizees of the said Fine or Fines, and Recoveror or Recoverors in the said Recovery or Recoveries and the Survivors and Survivor of them, their and every of their Heirs, and the Heirs of the Survivor of them, shall immediately from thenceforth stand and be seized of and in the Premises, or of or in such part thereof, whereof any such Declaration, Creation, Limitation or Appointment of other Use or Uses, Estate or Estates, Term or Terms shall be made, as is aforesaid, to and for such Use and Uses, Estate and Estates, intents and purposes, and of such Person and Persons, and in such sort, manner and form, as the said *A. B.* in or by such Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing, by him Sealed, and Subscribed and testified as aforesaid, shall from time to time Create, declare, limit, express or appoint, and to none other use, intent or purpose whatsoever. These presents, or any thing therein contained, to the contrary thereof in any wise notwithstanding.

Provided always, and it is further hereby Co- *Another*
venanted, granted, condescended, agreed, pub- *giving*
lished and declared by and between all and every *power to re-*
of the aforesaid parties, That the true intent and *voke Uses,*
meaning as well of the aforesaid Recovery, as of *with ex-*
the said Fine, and of all and every of the re- *ception of*
spective parties, to the same and to these presents, *Leases &c.*
was and is, that it should and might be, and shall
and may be lawful to and for the said *A. B.* from
time to time and at all times during his life, by
his Writing or Writings by him to be Signed or
Sealed in the presence of Three Witnesses of
credit, or more, to signify or declare, that his
will and pleasure is, That all or any of the Use
or Uses, Estate or Estates in Possession, Reversion
or Remainder, limited, appointed, raised, created
or employed in or by these presents, shall cease,
Q 3 determine,

The Provisoes in Deeds.

determine, be void or revoked, of, for, touching or concerning all or any of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, or any of them, or for, touching or concerning any part or parcel of them, or any of them: And that then and from thenceforth all and every of the said Use and Uses, Estate and Estates in Possession, Reversion or Remainder, so signified or declared, to cease, determine, be void or revoked, shall then and from thenceforth cease, determine, and be utterly void and revoked, according to the intent and true meaning of the said *A. B.* so as aforesaid to be signified and declared; other than such Lease or Leases, Estate or Estates, or Charges, which he the said *A. B.* shall make, lay or charge of or upon any of the Premises, for satisfying of Debts, or for valuable consideration in Money, or otherwise, by force of the aforesaid Proviso in these presents before expressed. And also that then and from thenceforth, at all time and times after such signification or significations, Declaration or Declarations, so to be made, it shall and may be lawful to and for the said *A. B.* at any time or times during his life, so often as he shall think good, by any other his Writing by him to be Signed, Sealed and testified as aforesaid, to limit, create, appoint and declare, of, for and concerning the said Mannors, Lands, Tenements, Hereditaments and Premises, or any of them, any new, or other Use or Uses, to the Person or Persons aforesaid, or to any other Person or Persons whatsoever; and that then and from and after such new Limitation, the said Recovery and Fine respectively shall be and inure; and the said Recoverors in the said Recovery, and Cognizees of the said Fine, and their Heirs and all and every Person and Persons, who then shall be and stand seized of and in the Premises, or any part thereof, whereof such new Use or Uses shall be declared, created, raised, limited or appointed, and his and their Heirs shall respectively stand and

*Exception,
vide Apres,*

*Raising
new Uses.*

New Uses.

and be seized of the same Premises, or such part thereof, whereof such new Use or Uses shall be declared, limited or appointed, to such use and uses of such Person and Persons, to whom such other or new Estate or Estates, Use or Uses, shall be newly declared, created, raised, limited or appointed; and for such Estate and Estates, and in such manner and form, and by and under such Limitations, Conditions and Provisoos, as shall be so newly appointed, expressed or declared. And for want of such Declaration or new Limitation, so to be made, after any such Revocation, Then the said Recovery and Fine touching such of the Premises, whereof no such Declaration, Limitation or Appointment of Use, shall be made, shall be and inure, to the only use and behoof of the said *A. B.* his Heirs and Assigns for ever, any thing herein before contained to the contrary thereof notwithstanding. But it is and always was the intent of all the parties to these presents, That no Revocation or new Limitation should or shall any way frustrate or make void any Lease, Estate, Rent or Charge made, granted or charged, or to No Revocation or be made, granted or charged of or upon the Premises, or any part or parcel thereof, by the said new Limitation *A. B.* for valuable consideration, or otherwise, *tation to* by vertue or force of any former Proviso in these *prejudice* presents expressed, but that the same and every of *Leases, &c.* them shall stand good, according to the purport and true meaning of them and every of them, notwithstanding any such Revocation, or new Limitation hereafter to be made.

Provided always, and it is hereby explained *Power of* and declared to be the true intent and meaning *Revocation* of these presents, and of all the parties to the *of Uses as* same, That it shall and may be lawful to and for *to particu-* the said *A. B.* and *E.* his Wife, at any time *lar persons,* ring the Coverture between them, by any *and limit-* Writing or Writings Indented, to be by them Signed *ing new.* and Sealed in the presence of Three or more credible Witnesses, who shall thereunto Subscribe or Indorse, their Names or Marks, testifying the

The Provisoers in Deeds.

same, to alter, change, revoke, determine, diminish or enlarge all or any the Use or Uses, herein before limited, touching or concerning the said Messuage, Lands and Premises, herein before limited, to the said *A. B.* and *E.* his Wife, for their lives, or any part or parcel thereof: And by the same Writing or Writings, or by any other Writing or Writings Indented, so Signed Sealed and testified as aforesaid, to limit or appoint any other Use or Uses of the same last mentioned Messuage, Lands and Premises, or any part or parcel thereof, to the said Person or Persons, or to any other Person or Persons, and of such Estate and Estates, as to them shall seem meet. And in case any such new Limitation or appointment of Uses shall be made; That then the said Fine so to be levied, shall be and inure, and shall be deemed, adjudged, construed and expounded to be and inure, as touching the said Messuage, Lands and Premises last before mentioned, and every or any part thereof, whereof such new Use or Uses shall be limited or declared, as aforesaid, to and for such new Use and Uses, as in and by such Writing or Writings, so to be Signed, Sealed and testified as aforesaid, shall be expressed, limited and declared.

*Another as
to particular
persons.*

Provided always, and it is the true intent and meaning of these presents, and of all the parties hereunto, That if the said *A. B.* shall at any time hereafter during his natural life, be minded or willing to revoke and make frustrate and void the Use and Uses, limited as aforesaid to the said *C. B.* and *D. B.* and their Heirs respectively, or to limit, raise or appoint any other Use or Uses, for or concerning the Premises, to them herein before limited, or any part or parcel thereof: And the same his will and meaning shall declare in Writing under his Hand and Seal, in the presence of Three or more credible Witnesses, That then and immediately after such Declaration had and made, the said Use and Uses hereby limited to the said *C. B.* and *D. B.* and their Heirs, of, for
and

and concerning the said Premises, or so much thereof, whereof the said *A. B.* shall make such Declaration, shall cease determine, and be utterly void. And that then and at all times after the said Fine shall be and inure, and the said *C. D. E. F.* and *G. H.* the Cognizees and their Heirs and Assigns, shall stand and be seized of the same Premises, whereof such Declaration shall be made to such other Use and Uses, as the said *A. B.* either by the same, or by any other Writing under his Hand and Seal, to be testified as aforesaid, at any time during his life, shall nominate and appoint.

Provided always, &c. That it shall and may *Another* be lawful to and for the said *A. B.* at any time *whereby* or times during his natural life, by his Deed or *power is gi-* Deeds Indented, to be by him Sealed and Delivered to recovered in the presence of, &c. by and with the voice, and consent and approbation of the said *C. D. E. F.* *limit new* and *G. H.* or of the Survivors or Survivor of *Uses*, with them, his or their Heirs and Assigns, testified in *consent of* Writing under his and their Hands and Seals, *Cognizees*, to alter, change, determine or make void, all or *Fcoffees, &c* any the Estate or Estates, Use or Uses, before by these presents limited and appointed (except only the Uses hereby before limited and appointed, to or for the Jointure of the said *E. B.* as aforesaid.) And that and from and after such alteration, change, revocation, determination or making void thereof, or of any part thereof, these presents, and all other Assurances of the Premises whatsoever, shall be and inure, and shall be adjudged, deemed, construed and taken to be and inure. And the said *C. D. E. F.* and *G. H.* and their Heirs and Assigns, and the Heirs and Assigns of the Survivors and Survivor of them, shall stand and be seized of all and singular the Premises (except before excepted) or so much thereof, whereof such alteration, change, Revocation, determination, or making void, shall be had and made as aforesaid, to such other use and

Exception.

The Provisoes in Deeds.

and uses, and to the use of such Person and Persons, and for such Estate and Estates, and in such sort, manner and form, as the said *A. B.* by any such Deed or Deeds Indented, Sealed and Executed in the presence of, &c. by and with such consent and approbation as is aforesaid, shall declare, limit and appoint. And from and after such Revocation, in default of such Declaration, Limitation and Appointment, then to the use and behoof of the said *A. B.* his Heirs and Assigns for ever.

*Another
with a
Clause to
preserve
Leases.*

Provided always, &c. That the said *A. B.* shall and lawfully may at any time, during his natural life, with the licence and assent of the said, &c. or his Heirs, under his or their Hand and Seal, or Hands and Seals first had and obtained in Writing, by the Deed or Deeds of him the said *A. B.* duly executed in the presence of, &c. to alter, change, repeal or revoke, the Uses or Limitations before-mentioned, or any of them, and by the same, or afterwards by any other Deed or Deeds to be testified as aforesaid, to limit or appoint such part of the said Mannors, &c. whereof such licence shall be had and procured to be to such Use or Uses, for such Estate or Estates, and for such Person or Persons, and his or their Heirs, as the said *A. B.* shall by such Deed or Deeds declare, limit or appoint. And it is agreed by and between the said Parties to these presents, That the said Conveyances herein before Covenanted to be had or made as aforesaid, shall be and inure, and the said Feoffees and their Heirs, after such Licence had and obtained as aforesaid, and such Declaration, Limitation and Appointment had and made, shall stand and be seized of the Premises, or such part thereof, whereof such Declaration, Limitation and Appointment shall be made to such uses and intents, of such Estate and Estates, for such Person and Persons, and in such manner and form as by the said *A. B.* shall be Declared, Limited and Appointed in manner

manner and form aforesaid. Provided nevertheless, that the said Signification or Declaration, or any thing herein before expressed, touching or concerning the altering, changing, repealing or revoking of the said Uses, or any of them, shall not extend to any Demise or Demises, according to the intent and true meaning of these presents, to be made of the Premises, whereof such Signification or Declaration shall be made as aforesaid, or any part or parcel thereof, but that notwithstanding any such Declaration or Signification, all and every the said Demise and Demises, Lease and Leases, in manner and form aforesaid to be made, shall stand, remain and continue in full force and effect, according to the intent and true meaning of such Lease or Leases, Demise or Demises: any thing herein before contained, to the contrary hereof in any wise notwithstanding.

Proviso to preserve Leases.

Provided always, and it is concluded and agreed by and between the said Parties, and the true intent and meaning of them, and every of them, and of these presents is, That it shall and may be lawful to and for the said A. B. from time to time, and at all times hereafter, during the term of his natural life, by any his Deed or Deeds, Writing or Writings, to be by him the said A. B. Signed, Sealed or Delivered in the presence of two or more credible Witnesses, to revoke, frustrate and make void all or any of the Use and Uses, Estate or Estates, or Limitations herein before limited, declared or appointed, of, for or concerning one Messuage or Tenement before mentioned, and the Lands thereunto belonging, lying in T. aforesaid, in the occupation of the said, &c. or any part or parcel thereof (other than the Use herein before limited to the said E. B. for term of her life as aforesaid) And that then and from thenceforth, the Use and Uses, Estate and Estates, and Limitations herein before declared, limited or appointed, of, for and concerning

Another, as to one particular Messuage.

The Provisoes in Deeds.

cerning the said Messuage, or Tenement and Lands, or such part thereof, for or concerning which any such Revocation shall be so had or made (other than the Use herein before limited to the said *E. B.*) shall cease, determine and be utterly revoked, frustrate and made void: And that then it shall and may be lawful to and for the said *A. B.*) by the same Deed or Deeds, or by any other Deed or Deeds to be Signed and Sealed by the said *A. B.* and testified as aforesaid, to declare, limit or appoint any other new Use or Uses, Estate or Estates whatsoever, of the said Messuage and Premises, of, for or concerning which, any such Revocation shall be so made, or any part or parcel thereof, unto any Person or Persons whatsoever, subject nevertheless to the said Use herein before limited to the said *E. B.* in manner and form aforesaid, any thing herein before contained, to the contrary thereof in any wise notwithstanding: And that then and from thenceforth, the said Recovery and Recoveries, as to the said Messuage and Lands, or such part thereof, concerning which, any such Revocation and new Declaration shall be made, shall be and inure, and the said Recoverors, and their Heirs, shall thereof stand and be seized, to such Use and Uses, intents and purposes, as the said *A. B.* by any such Deed or Deeds, Writing or Writings, as aforesaid, shall declare, limit, or appoint.

Cases

Cases concerning Provisoes.

IF a Man by his Deed Granteth a Rent-Charge out of the Mannor of Dale, (wherein the Grantor hath nothing) with such a Proviso, that it shall not charge his Person; albeit the repugnancy doth not appear in the Deed, yet the Proviso taketh away the whole effect of the Grant, and therefore is in Judgment of Law Repugnant, for upon the matter it is but a grant of an Annuity, Provided that it shall not charge his Person. *Vide Cokes 1 Inst. 146. a.* *Where Proviso was repugnant and void, although it did not appear in the Deed.*

If a Man by his Deed, Grant a Rent Charge out of Land, provided that it shall not charge the Land, albeit the Grantee hath a double remedy, yet the Proviso is Repugnant, because the Land is expressly charged with the Rent; but the Writ of Annuity is but implied in the Grant, and therefore that may be restrained without any Repugnancy and sufficient Remedy left for the Grantee; and yet in some Case, where there is a Proviso in the Deed that the Grantee shall not in any sort charge the Person of the Grantor generally, notwithstanding the Person of the Grantor shall be charged. As if a Man grant a Rent-charge out of certain Lands to another for Life with such a Proviso, the Rent is behind, the Grantee dieth, the Executors of the Grantee shall have an Action of Debt against the Grantor, and charge his Person for the Arrearages in the Life of the Grantee, because the Executors have no other Remedy against the Grantor for the Arrearages; for Distrain they cannot because the Estate in the Rent is determined, and the Proviso cannot leave the Executors without remedy. *Co. 1 Inst. 146. b.* *What Provisoes repugnant and what not.*

When the word (Proviso) shall make an Estate or Interest Conditional, three things are to be observed. 1. That the Proviso do not depend upon another Sentence, nor participate thereof. *What Provisoes are Conditional.*

thereof, but stand originally of it self. 2. That the Proviso be the Word of the Bargainor, Feoffor, Donor, &c. 3. That it be Compulsory to enforce the Bargainee, Feoffee, Donee, &c. to do an Aq. Co. 2 Rep. 71. Lord *Comwell's* Case.

Resolved that neither the Precedent nor the Subsequent Covenant did take away the force of the Proviso, for although that Words of Covenant have been contained in the same clause of the Proviso it self, yet Proviso being in Judgment of Law a Conditional Word, shall not lose his force. *ibid.*

Where the word Proviso shall not lose his Force.

Adjudged in the Kings-Bench, *Pasch* 36 *Elix.* Rot. 351. between *Henry* Earl of *Pembroke*, Plaintiff, and *Sir Henry Berkley* Knight, and *Symons* Defendants. The Case was, That the Earl of *Pembroke* granted the Office of Lieutenantship of the Forreſt of *Fronſelwood* in *Com. Sommerſet* to *Sir Maurice Berkley* (Father of the ſaid *Sir Henry*) in Tail; Provided always, and the ſaid *Sir Maurice Berkley* for him, &c. doth Covenant and Grant to and with the ſaid Earl; that neither he the ſaid *Maurice*, nor any of the Heirs Males of his Body ſhall cut down any Wood growing upon any part of the Premiffes. And it was reſolved by all the Judges of *England* upon Argument before them at *Serjeants-Inn*, that although the *Proviſo* were coupled with the expreſs Covenant of the Grantee, and every condition ought to be created by the Words of the Grantor, Donor, Feoffor, &c. yet in the Judgment of Law this word *Proviſo* was a condition created by the Grantor, although that all the reſt of the Sentence was the words of the Grantee; for *Proviſo* being an apt word of Condition, the ſame Sentence doth contain the words of the Grantor, purporting a Condition, and the words of the Grantee comprehending a Covenant; which Judgment was afterwards reverſed in the *Exchequer Chamber* for defect in the Declaration, and not for the matter in Law, for that was reſolved by all the Juſtices. *ibid.* 72.

A Lease without Impeachment of Wast, Proviso that he shall not do voluntary Wast. *Vide in 5 Eliz. Dyer 222. between Ayre and Orme, a notable Case. ibid.*

The Proviso being a Condition ought to do the proper Office of a Condition, and that is to make the Estate Conditional, and therefore in what place soever it be put, it having the force of a Condition shall have Reference to the Estate, and shall be annexed to it. *Proviso is Conditional wheresoever placed.*

Quod Proviso est providere presentia & futura, & non praterita. Cokes 2 Rep. 72. Lord Cromwell's Case.

It is provided by a special Branch of the Act of 27 H. 8. That where divers Persons stand and be seized of and in Lands, &c. in Fee-Simple; or otherwise to the use and intent that some other person or persons shall have and perceive yearly to his or their Heirs one Annual Rent out of the same Lands, &c. in every such Case, such Person, &c. be adjudged in Possession and Seisin of the same Rent, &c. as if a sufficient Grant, &c. had been made, &c. by such as were or shall be seized to such use or intent, &c. 20 Eliz. Dyer 362. Cokes 2 Rep. 72. b. Lord Cromwell's Case.

A Proviso or Limitation of a Term for 1000 years contrariant to other parts of the Deed adjudged voide, and an Action brought for slandering the Title in affirming it to be a good Limitation. *Proviso contrariant void.* Cokes Rep. L. 1. 177. Mildmay's Case.

Upon these words in the Proviso, (other considerations) it was holden that this word (other) ought to be other in nature, quality and person, and the advancement of his Daughter is the consideration mentioned before. *Other considered of other, their nature, quality, &c.* Co. 1. Rep. 177. Mildmay's Case.

If a Man make a Lease to two for Years, with a Proviso if the Lessees dye during the Term the Lessor shall Re-enter, one Lessee aliens his part and dyes, the Lessor cannot Re-enter, but the Assignee shall enjoy the Term so long as the Survivor liveth, and the reason is, because the Lease is

is not to ceafe till both be Dead. *Cokes 1 Inst.*
219. b.

Outward
femblance
of Difcord,
doth arife
upon the in-
ward mis-
understand-
ing of the
fame.

Conditions or Provifoes which tend to Destroy former Eftates are Odious in Law, and fhall be taken ftrictly. But where there are full and exprefs Words, there *Verba accipienda funt cum effectu*, and there are many different reafons of variance from that Rule. But *hæc funt diverfa & non adverfa*, and therefore the outward femblance of difcord between our Books in many Cafes, doth arife upon Ignorance of the inward understanding of the fame Cafes and the true reafon and rule of them. For the moft part every particular Cafe is adjudged upon a particular reafon. And refolved a Verbal denial is not a breach of fome Conditions. *Vide Cokes 8 Reports 92. Fraunceis Cafe.*

If a Feoffment in Fee be made by *A.* to divers ufes, with Provifo that if *B.* fhall revoke, that the ufes fhall ceafe, there *B.* cannot release this power; and a Fine levied, or a Feoffment made by him fhall not extinguifh it. For the power of *B.* is meerly Collateral, and the Land doth not move from him, nor the party fhall not be in by him, nor under him; but a Fine or a Feoffment or a Release by *A.* if the power had been referred to him, would extinguifh the fame. *Vide Plus Co. 1 Rep. 174. Digges Cafe.*

Hard for
Provifoes to
Vest and
Reveft E-
ftates.

It is hard to maintain fuch Provifoes or Conditions to make Eftates of Freehold and Inheritance Lawfully Vefte to ceafe in one and to veft and reveft in others againft the Rules of the Common Law. *Cokes 1 Rep. 132.*

Difference between particular power Affirmative, and a general power reftained with a Negative. As if one hath Power to make Leafe for Lives, he cannot make a Leafe for 99 Years, determinable upon three Lives. But where the Provifo for Creation of his power is abfolute in the beginning, and then the Provifo of Correction is added, That fuch Leafe or Leases exceed not the Number of three Lives, or 21 Years, this

Clause

Cause is Negative and doth qualify the Generality of the first Proviso; and where it's best to reserve Rent yearly, during the term, and leave the Law to make Distribution without mentioning a Reservation to any Person. *Cokes 8 Rep. 70. Whistlockes Case.*

If a Man by Deed Indented Covenants to stand seized to the use of himself for Life, and afterwards to his Children in Tail, with Proviso of Revocation during his Life. This Proviso coupled with an Use is good; otherwise it is of a Feoffment or Conveyance, whereby the Feoffee, &c. is in by the Common Law; for there it is repugnant and void. *Cokes 1 Inst. 237. a. Use is good.*

Although a Proviso be that the Lessee or his Assigns shall not alien, yet if the Lessor dispense with one Alienation the Condition is gone for ever; the like of Persons. *Cokes 4 Rep. 120. During parts Case.*

A Proviso to cease an Estate Tail limited to one and his Heirs Male of his Body, as if Tenant in Tail were Dead, is repugnant, impossible, and a condition against Law. For the Death of Tenant in Tail, is not a Cesser of the Estate, but his Death without Issue of his Body is the determination thereof; also it is Repugnant that Land shall Revert or Remain, during the Life of Tenant in Tail himself. *Cokes 1 Rep. 84, 85. Corbets Case. What Proviso is repugnant.*

A Proviso, that if any person attempt to Alien or Sell the Land, his Estate shall cease; is void, and against Law; for an Estate in Land cannot cease for a time, and Revive and Revest afterwards. *ibid. Corbets Case.*

A Proviso may be taken sometimes for a Condition, sometimes for a Covenant sometimes for a Declaration, sometimes for a Foreptize or an Exception, and accordingly it must be taken *secundum subjectam materiam*, especially in a Will, for in a Will if there be a Condition, and after that a Limitation the Condition must be limited accordingly. *Calshrop 3. Davies versus Kempe. Proviso is sometimes a Condition sometimes a Covenant sometimes a Declaration.*

R

Upon

The Provisoes in Deeds.

Upon a Plea the Suit was for a Portion of 8000 l. given to the Plaintiffs Wife. The Defendant pleaded it was given her, provided she did Marry with the consent of A. and if not she should have but 100 l. *per Annum*. and that she Married without the Consent of A. Ordered that the Plea stand *Proviso declared to be in terrorem* over-ruled. And the Court all declared this Proviso was but *in terrorem*, to make the person careful, and that it would not Defeat the Portion.

But it was said in the Case of her Marriage without the Consent of A. if the Party that gave the Portion had limited it to another, there it had been otherwise. And in this Case the Wife was not unequally Married, for the Plaintiff is the Heir apparent at Law of the Lord B. Cases in Chancery 22. Sir Henry Bellasis and his Wife against Sir William Ermine.

Covenant, The Plaintiff declares, That by Articles Indented shewn, &c. in A. D. 1624. he Demised to the Defendant certain Rooms in Bear-Alley, until Midsummer A D. 1626. rendring 6l. 13 s. 4d. Rent, Provided and upon Condition, That the said Reason shall gather the Rents of other the Plaintiffs Tenements in Bear-Alley, reserved quarterly and mentioned in a Schedule, and pay the same within Twenty days, after every Quarter day: And it is agreed, That the said Reason shall retain the rest of the benefit to be made of the said Rooms over and above the said 6l. 13 s. 4d. per Annum for his pains in gathering up the said Rents. And shews that the Rents were mentioned in the Schedule, and amounted unto 190 l. per Ann. and that the Defendant had not paid the said Rents; but he did not shew that the Defendant had gathered them, and thereupon the Defendant Demurred. For it seemeth that here is not any Covenant to Gather or Pay the Rents; but a Forfeiture of his Lease if he do not gather and pay them being gathered. And if he do not pay them being Gathered, an Account lies. But *Germin* Condition for the Plaintiff insisted much, That these Words and not a *Provided*, &c. in the Indenture shall make a Covenant. *venant*; but all the Justices conceived it is not a Covenant,

Covenant, but meerly a Condition annexed to the Estate, which determines it by not Collecting and paying the Rent. And it is not to be intended that it should be a Covenant to enforce him to Gather and Pay them, where peradventure he cannot Collect them; and thereupon without Argument it was adjudged for the Defendant. *Croke Car. 91. Geery versus Reason.*

Error of a Judgment in the *Kings-Bench* in *Ireland* in *Ejectione firme*, of a Lease by the Earl of *Tumond* of 40 Messuages 500 Acres of Lands 40 Acres of Meadow, 200 Acres of Pasture 100 Acres of Bogg, and 100 Acres of Bruery in the Villages and Territories of D. S. and U. Upon Not Guilty pleaded a special Verdict was found that the Earl of *Tumond* being seized in Fee, let it to the Plaintiff for 21 Years, rendring Rent, with Condition that he should not Let or Alien any part above three Years, and if he did that the Lease should be void, and he Re-enter. And he Let for three years, and so from three years to three years, during the Term of his Life, if he lived so long. And the Earl after this Assignment accepted the Rent due from the Assignee, and notwithstanding Re-entred and made this Lease to the Plaintiff. And the Defendant Re-entred. The Questions made in *Ireland* upon this Lease were. 1. Whether it were a breach of the Condition. 2. Whether the Acceptance of the Rent by the Hand of the Assignee makes it good, and dispenseth with the breach; especially the Acceptance being at another Rent day: And it was resolved there, and adjudged for the Defendant; but the Court here Resolved that it was a plain breach of the Condition, and the acceptance after might not dispense with the Condition, seeing it was, that it should be void; so it was absolutely determined. But then an Exception was taken here to the Declaration by *Grimstone*, that 100 Acres of Bogg was not good, for there is not any such word known; but it was held to be an usual word there, and

*Acceptance
of Rent
from the
Assignee
made a
breach of
Condition
good in Ire-
land.*

well known; and if it were not, yet the Plaintiff might Release his Demand as to that Land, and have his Judgment for the residue. Another Exception taken by him, was, because it was in *Villis & Territorijs*; but it was held to be well enough, for they be of the same Sense, and if not it is but Surplusage for *Territorijs*; whereupon Rule was given that Judgment should be Reversed, unless other cause were shewn; and afterwards being moved again the Judgment was Reversed, and Judgment given for the Plaintiff, *Quod recu- Chief Ju- peret Terminum suum pradiatum*; and it was moved since in Ire- how *Habere facias possessionem* should be awarded, land to re- and Resolved that there should be a Writ directed verse .he to the Chief Justice in Ireland to Reverse that Judgment Judgment, and commanding to award Execution, and award *Croke Car. 368. Mulcarry, &c. versus Eyres and Execution.* others.

If a Man maketh a Feoffment in Fee to the use of himself for Life, and after to the use of his Wife *durante viduitate sua* for her Jointure, the same is an Estate to her for Life, and it cannot determine without her own Act, and therefore it is a Jointure within the said Act. The same Law of an Estate made to the Wife for her Life upon Condition, for if she do not break the Condition it is an Estate to her for her Life. And if the Condition bind her to any unreasonable thing she might have waived it; but when she after the Death of her Husband entreth, and accepteth of the Conditional Estate for her Jointure, she is barred of her Dower. *Cokes 4 Rep. 3. Vernon's Case.*

Land limited to one, and the Heirs Males of his Body with Proviso annexed to it in the same Conveyance, that if he do such an Act that his Estate shall cease as if he were Dead, this is Repugnant at the beginning, for by the expresse Limitation he hath an Estate of Inheritance, which by possibility may continue for ever, and his Estate of Inheritance doth not begin by the having of Issue,

Condition
Repugnant
and void.

Issue, but presently before any Issue he hath Estate of Inheritance, and therefore before Issue his Feoffment is a discontinuance and no Forfeiture, neither shall he in the Reversion be received upon his Default in a *l'racipe*; and therefore if a Man maketh a gift in Tail upon Condition that if he dieth his Estate shall cease, and the Donor Re-enter, This Condition is void. *Vide Cokes 1 Rep. 84. Corbet's Case.*

If a Man limit an Use in Tail with Proviso that if he do such an Act that his Estate shall cease during his Life, such Proviso is utterly void. *Cokes 1 Report 86. Corbet's Case.*

If a Man make a Feoffment to the use of himself for Life, and after to the use of his eldest Son, and his Heirs Males of his Body, and for want of such Issue unto the use of his second Son in Tail, &c. Provided that if his eldest Son attempt to suffer a Recovery or Levy a Fine, &c. that then his Estate shall cease, as if he were naturally Dead, and not otherwise, and that then the Land shall descend or remain as if he were naturally Dead without any Forfeiture, the Eldest Son hath Issue a Son, and attempts to Alien in this Case, the Proviso is repugnant and void, for if the same had been limited by Conveyance at the Common Law in Possession without doubt it had been void. *Vide Cokes 1 Rep. Chudley's Case. 136.*

Proviso not to suffer a Recovery, &c. repugnant and void.

And if a Man by Deed with Livery of Seisin giveth Land in Tail, the Remainder in Tail the Remainder in Fee: Provided always (as above) such Proviso is repugnant and void. *ibid.*

Where uses were limited by Fine under this Proviso, That if B. at any time during his Life, &c. do pay or cause to be paid to the said A. 20 l. at, &c. that then, &c. the Conusees in the said Fine, and their Heirs should stand seized to the Use of B. and his Heirs. Resolved that tender of the 20 l. at the place according to the Proviso in the *Where* rem-
absence of A. and no notice of the time of the *der with us*
tender before given by B. to A. is not good in Notice is

R 3

Law not good.

Law to make the first Uses, for the incertainty of time during the Life of B. and therefore in such case notice of the time of the tender ought to be given although that he to whom the Payment should be made was party to the Conveyance; but in such Case when B. will make a tender, he ought to give notice to A. that he will at such time make the tender to him, and require him to be there to receive it, and then if he at the time appointed maketh a tender, although that A. absent himself it is a good performance of the Proviso, to make the Uses to cease. *Cotes 8 Rep. 93. Foxe's Case.*

Ejectment and special Verdict, the Earl of Newport being Seized, and having Three Sons then living, and Two Daughters, one of which Daughters had Issue, the Wife of the Defendant Devised the Messuage in Question called *Newport House*, to the Wife of the Defendant in Tail, Provided that if she Marry without the Assent of the Earl of Manchester and others, or Died without Issue, then to the Lessor of the Plaintiff, being then an Infant, she having no notice of the Condition, and being of the Age of 14 Years, Married without Assent to the Defendant *Try.* he entred, and the Lessor brought the Ejectment, and three points were argued by the Council. 1. If this

Where Proviso made a Conditional Limitation.

were a Condition or a Conditional Limitation, for if it be a Condition the Plaintiff is not Heir, and so hath no Right to Enter, otherwise if it be a Conditional Limitation. 2. Be it the one or the other, if notice of it ought to have been to the Devisee, before the Estate shall be determined.

Where Notice not necessary.

3. If Notice be necessary if the Infancy of the one party or the other, for as much as the Lessor and the Devisee, Wife of the Defendant were both Infants, if that would alter the Case. And afterwards all the Justices agreed and gave Judgment for the Plaintiff. 1. That the Proviso in this Case made not a Condition but a Conditional Limitation, although that *Provided* and *If* are express

press Conditional Words, contrary to that which is said 10 *Cokes Rep.* 40. b. and that in respect of the Remainder limited over to a Stranger, and not to the Heir, and it would not be a reasonable Construction of the intent of the Devisor, that if the Wife of the Defendant made a breach, that it should Forfeit the Estate of the Lessor in Remainder, but only should make a Determination of her own Estate, and for that were cited. 1 *Roll.* 411. 3 *Co. Wellock and Hamond's Case.* Cited in *Burreston's Case, ibid.* 20 B. 2 *Cro.* 56. *Hill.* 1649. *R. B. Rot.* 758. *Saunders's Case.* 3 *Cro.* 353. *Dyer* 317. 2. That the Infancy in this Case is not material, for the Infant took here by Purchase, and Infants are not to have Age, and it is a Conditional Limitation in Fait, and Infants are not privileged against Conditions in Fait. *Co. Lit.* 233, *Plowd.* 57. *gainst Con-* 375. *Bro. Condition* 114. 3. No Notice to be given of the Condition, and therefore want of Notice shall not excuse in this Case as it did in *Corbet's Case.* 4 *Co.* 2. because the Devise here is to a Stranger, not to the Heir, and the Devisee might as well take notice of the Condition, as of the Estate Devised to her. Otherwise where the Devise is to the Heir upon such Conditional Limitation, for the Heir might enter upon his General Title as Heir, without notice of the Will or Condition. Here the Defendant hath no Title but by the Will, and yet entred; and this difference was taken and agreed, where a Devise is to one upon Condition, and another is concerned and he is more privy, he who is the more Privy shall give notice to the other; but where both are equally privy and equally concerned, as here, the Lessor and the Defendant are, neither of them is obliged to give notice. *Vide Levinz* 2 part 22. *Williams* versus *Fry*, and Cases there Cited.

The Heir might enter upon his general Title without Notice.

Debt upon Obligation Conditioned to perform all the Covenants and Conditions in an Indenture of Mortgage, where was a Proviso that if the Mortgagor pay the Money at the day that the Mortgage should be void; upon which the De-

Defendant Demurred, and it was objected for the Defendant, that it was no Forfeiture of the Bond, but of the Estate, and this Condition annexed to the Estate for the benefit of the Mortgager, to have his Estate again upon the Payment of the Money, but did not oblige him to pay the Money, and of such opinion was *Hale*, but *Twissden* contrary, and he Cited a Case of *Westbrooke, Hill* 22. *Car. 1. B. R. Rot. 116* to be so adjudged, whereupon it was adjourned, and after at another day he brought the record of the Case in Court, upon which *Hale mutata opinione* gave Judgment for the Plaintiff, and *Vide 2 Cro. 281. and Ylverton. 206. Similis Casus & Simile Judicium. Levinz. 2 part 116. Tomle versus Chandler.*

Condition Devise to One, and his Heirs if he Lives to 21, where sub- but if he Dies before 21 to another and his Heirs, sequent and the Condition is subsequent not Precedent. *Levinz. 3 part 132. Edwards versus Hammond.* not precedent.

And thus having spoken of Provisoos and Conditions which are contained in the same Deed, we shall add somewhat of such Conditions which are contained in another Deed, and are commonly called

Defeazance defined. A Defeazance, which is a Condition relating to another Deed, as an Obligation, Recognizance or Statute, which being performed by the *Conusor* or *Obligor*, the Act is disabled and made void; and there is no Warranty, Recognizance, Rentcharge, Annuity, Covenant, Lease for years, or such like, but that they may by a Defeazance made with mutual Consent of all Parties to the Creation, be by Deed Adnulled, Discharged and Defeated; and the difference between a Proviso or Condition in Deed and a Defeazance is, that a Proviso or Condition is annexed or incerted in the Deed or Grant, whereas a Defeazance is usually a Deed by it self, concluded and agreed on between the Parties, and having relation to another Deed.

Defeazance is a Deed by it self.

Therefore if the Condition of an Obligation or in a Feoffment be repugnant to the Deed, it is void;

void; but a Defeazance is a Deed, made after the Obligation to defeat the same, and this is good though repugnant. See their form hereafter, and in *Wells Symb.*

And the word Defeazance *Defeizantia* is from *Derivation* the French *Defaire* to Defeat or Undo *Infectum* of the word *reddere quod factum est.* Defeazance

Lands Executed by Livery cannot by Indenture of Defeazance be Defeated afterwards; and so if a Disseisor release a Disseisor, &c. But at the time of the Release or Feoffment, &c. the same may be Defeated by Indentures of Defeazance, for it is a Maxim in Law, *Qua incontinenti sunt inesse videtur.* *Cokes 1 Inst. 236. b.* *Lands Executed by Livery cannot be Defeated by Defeazance afterwards*

But Rents, Annuities, Conditions, Warranties, and such like, which are Executory Inheritances may be Defeated by Defeazances. made either at that time, or at any time after, and so the Law is of Statutes, Recognizances and other things Executory. *Cokes 1 Inst. 237. a. Cokes 4 Rep. 9. Berwils Case.*

A. was bound to *B.* *B.* Sued Execution, and had the Lands of *A.* delivered to *B.* in Execution, till he had levied the 20*l.* and afterwards *B.* made a Defeazance to *A.* by Indenture, that if *A.* paid to him 8*l.* at a certain day, then the Recognizance, *viz.* the Statute of 20*l.* should be void, adjudged that although the Statute was Executed, yet the Defeazance was sufficient in Law to Defeat as well the Statute as the Execution upon it. *Cokes 2 Rep. 13. Cases of Pardon.*

Debts due by Bond shall be paid before Statutes *Debts by* Defeazanced to be for performance of Cove- *Bond paid* nants, when none of them were, nor perhaps *before Sta-* ever could be broken. *Cokes 5 Rep. 28. Harrison's tutes De-* *Case.* *feazanced*

It is not of necessity that a saving of Rent or the like be always in the same Deed, but may in some Cases be in another Deed. As 17. *Ass. 2. Covenants.* and 43 *Ass. 12.* If the Disseisor Release his Right to the Disseisor the same may be Defeated by a Condition contained in another Deed delivered at the

The Conclusion in Deeds.

the same time. *Cokes 2 Rep. 74. Lord Cromwell's Case.*

Now having finished what we have thought fit to say, concerning Seven of the Formal parts of a Deed, we now come to the Eighth and Last part, which leads us to

The Conclusion in Deeds:

*Conclusion
of Deeds
how anci-
ently.*

Containing the *In Witness* anciently concluding with *Hijis Testibus*, and the Date which now is put sometimes in the beginning, and sometimes in the end of a Deed, as the Presidents herein after following will shew.

*Date of a
Deed some-
times O-
mitted.*

Antiquity omitted the Date of a Deed many times, because the Limitation of Prescription, or time of Memory did often in Process of time change, and the Law was then, that a Deed bearing Date before the limited time of Prescription was not Pleadable, and therefore they made their Deeds without Date, to the end they might alledge them within the time of Prescription; and the date of Deeds was commonly added in the Reign of *E. 2.* and *E. 3.* and ever since, and sometimes they added a place *Datum apud D.* which was with disadvantage of the Feoffee, for being in general, he may alledge the Deed to be made where he will. Anciently *Hijis Testibus* was added in the Continent of the Deed, after the *In cujus rei testimonium*, Written with the same Hand the Deed was, and this is called *Charterland*, and accordingly the Saxons called it *Bockland*. *Cokes 1 Inst. 6. a.*

In the Reign of *R. 2.* *Hijis Testibus*, being left out *In cujus rei Testimonium has Litteras nostras fecimus Patentes, Teste me i. so.* began to be inserted which since (except in Creations) hath been always used.

*When several
Clauses
in Deeds
came in,
&c.*

How the Clauses *Datum per Manum nostram, Per manum cancellarij nostri, Per ipsum Custodem & Concilium, &c.* came in and went out, when these Clauses *De Gratia speciali*, and *Ex certa Scientia &c.*

10 Offob. 33. Car. 2. Sed primo deliberat 20 Mar. 34

m171

mero motu, and the reason of incerting the same, and when, and wherefore these Clause *Per ipsum Regem, Per Breve de privato Sigillo, Autoritate Parliamenti*, came in you may read in Authors. Vide *Cokes 2 Inst. 78.*

The day of the Month, and the year of our *Usual dates* Lord and Saviour, and the year of the King's of *Deeds.* Reign, are the usual Dates of Deeds, and the day of the Month by the *Nones, Ides or Calends* is sufficient. *Cokes 2 Inst. 675.*

A Deed or Writing, may be good without *Deed good* a Conclusion, *In Witness, &c.* and albeit it mentions no time or place of Date or Making, or if *without a Conclusion.* it have a false or impossible Date; and if there should be no mention made of the Sealing and Delivery, yet if in truth it be Sealed and Delivered, and the Sealing and Delivery can be proved, it is good enough.

At such a Feast, and on such a Feast, the same thing. *Cokes 2 Inst. 478.*

A Bond was Delivered and Obligor Dead before the date of the Bond, as it was found by the Jury, yet the Deed adjudged his Deed; for altho' the Obligee cannot alledge the Delivery before the Date, yet Jurors who are Sworn, shall not be Estopped to say and find the Truth. *Cokes 2 Rep. 4. Goddard's Case.*

The Date of a Deed is not of the substance of the Deed. for if it want Date, or have a false or impossible Date, yet the Deed is good. *Cokes 2 Rep. 5. Goddard's Case.*

And many times Bonds or Deeds are delivered at other times than they bear Date. *ibid.*

Every Deed shall be intended to be delivered on the day it bears date, unless the contrary be proved; and it is the best course (according to the intendment of Law) to deliver it on the day it bears Date. But if the Deed Indented hath no Date, then the day of the Delivery is the day of the Date. *Cokes 2 Inst.*

Debt upon Obligation and declared that 20 Mar. 34 Car. 2. the Defendant by Obligation Dated

Car. 2.

Car. 2. became bound, &c. the Defendant Pleaded that upon the said 10 *Octob.* when the obligation bore Date, there was not any such person in *verum natura*, as the Plaintiff, upon which the Plaintiff Demurred, and now upon Argument it was adjudged by the whole Court for the Plaintiff. They agreed that where the Plaintiff declares upon a Date, he may not after reply, that it was first delivered at another day, for it shall be a departure, and so shall the Books be intended. *Co. 2 Rep. 4. B. and 1 H. 6. 1. b.* there cited; for *prima facie*, every Deed is supposed to be made the same day that it bears date; but where the Date is mistaken the party may declare, or in his first Plea plead that by Deed, bearing Date such a Day, but *prima deliberat* at another day, the Party Granted or became bound, &c. for God forbid that when a Deed is duly made by negligence or mistake of the Clerk in Writing the Date, the Party should lose all the benefit of the Deed, and shall be without remedy, and so are the words of *Dyer 307. a. 315. a. 3 Cro. 773. 890. 5 H. 7. 27. a.* to be taken upon this difference. *Lev. 3 part. 348. Stone versus Bale.*

The several forms of indorsing Livery made, and of Attornments.

*Livery by
Feoffor to
Feoffee.*

Memorandum, That this 15th Day of January, Anno Domini 1665. Peaceable and quiet possession and seisin, of the said Messuage, Lands, and other the Premises in this Deed contained, was delivered by the within named *A. B.* to the within named *C. D.* according to the form and effect of this Deed, in the presence of those whose names are hereunto subscribed.

*Livery
made by
Attorney.*

Memorandum, That the fifth Day of, &c. Anno Domini 1665. Peaceable and quiet possession and seisin, of the Mannor, Messuages, Lands, Tenements, and Hereditaments within specified, was taken had and delivered by *E. F.* and *G. H.* the Attorneys

torneys within named, to the within named C. D. according to the Tenor and true meaning of this present Indenture, in the presence of those whose names are hereunto subscribed.

Memorandum, That the Day and Year within Written, full and peaceable possession of all and singular the Lands, Tenements, and Hereditaments within granted, or mentioned to be granted; was taken and had, by the within named E. F. for and in the name of A. B. within mentioned; and afterwards was for and in the name of the said A. B. delivered by the said E. F. unto the within named C. D. according to the authority within given: To hold to him the said C. D. his Heirs and Assigns, according to the form and effect of this present Deed, in the presence of those whose names are hereunder Written. *Another.*

In case the livery be made by force of a Letter of Attorney not mentioned in the Deed: Then the Indorsement may be thus: *Memorandum*, That full quiet and peaceable possession of all and every the Messuage and Lands, within mentioned to be granted, was taken and had by I. H. the Attorney of the within named A. B. by force and vertue of a Letter of Attorney to the said I. H. in that behalf made by the said A. B. bearing Date the 6th for and in the name of the said A. B. and was afterwards by the same authority, for and in the name of the said A. B. delivered by the said I. H. unto one G. H. the Attorney of the within named C. D. thereunto lawfully authorized, by force and vertue of one Letter of Attorney made by the said C. D. unto the said G. H. in that behalf bearing Date the 6th according to the form and effect of this present Deed the 20th Day of March, Anno Domini 1665. in the presence of those Persons whose names are hereunto subscribed. *Another.*

Memorandum, That the within named E. F. Lessee of all and every the Messuage and Lands within mentioned, having heard this present Indenture read, and taken perfect notice and knowledge thereof, *Attorney.*

thereof, and of all the contents thereof; doth consent and agree thereunto, and doth Attorn Tenant to the within named C. D. for the said Messuage, Lands, and Premisses the 10th Day of *&c.* Anno Domini 1666. in the presence of those whose names are hereunto subscribed.

Another.

Memorandum, That the within named E. F. Lessee of all and every the Messuage and Lands within mentioned, after the Sealing and Delivery of these presents, and perfect notice thereof taken by him, and of the contents thereof did the Day of *&c.* in the Year within mentioned Attorn unto the within named C. D. upon the said grant, according to the form and effect thereof, by the payment of two Pence of lawful Money of *England*, in the name of Attornement, in the presence of *&c.*

Another.

Memorandum, That R. C. of, *&c.* Gentleman, and the rest of the Tenents and Farmers of the within mentioned Premisses, by virtue of several Leases made unto them by the within named A. B. having all of them had perfect notice of this present grant, did severally Attorn and become Tenents of, and for their several and respective interests in the Premisses, to the within named C. D. this present Tenth Day of *&c.* in the Year within written; and the said Tenents have every of them given unto the said C. D. one Penny in the name of Attornement, in the presence of, *&c.*

*An Attorn-
ment by a
Collateral
Deed.*

This Indenture made the *&c.* Between A. B. of the one part, and C. D. of the other part: Whereas the said A. B. is seized in his demesne as of Free-hold, for and during the Term of his natural Life, of and in *&c.* by Virtue of a Lease to him thereof made, by I. K. of *&c.* Esquire, by his Indenture bearing Date the *&c.* And whereas the said I. K. by his Deed indented bearing Date the *&c.* Hath granted the said Messuage, Lands, and Premisses, with the Appurtenances, and the Reversion thereof to the said C. D. as in and by the said Indentures more at large

large appeareth: Now this Indenture witnesseth, that the said *A. B.* for divers good reasonable causes and considerations him hereunto moving; Hath consented, agreed, attorned, and become Tenant, and by these presents doth consent, agree, attorn, and become Tenant to the said *C. D.* and to the said grant to him made of the said Messuage, Lands, and Premises, and the Reversion thereof, and in the name of Attornment, and seisin of the Rent. reserved upon the said Lease thereof; hath at and before the making of these presents, paid to the said *C. D.* one half years Rent, due for the said Messuage, Lands and Premises, at our Lady-Day last: Which the said *C. D.* hath accepted of and from the said *A. B.* as from his Tenant, and in name of seisin thereof and Attornment to the said grant to him thereof made as aforesaid, accordingly, In witness whereof the Parties above named, &c.

Memorandum, that the 4th Day of May, in the Year of our Lord 1665. Peaceable and quiet possession and seisin of the Mannor, Messuages, Lands, Tenements and Hereditaments within specified, was taken had and delivered by the Attorneys within named, to the within named *C. D.* according to the tenor and true meaning of this present Indentur, and likewise the Day and Year aforesaid, *E. F. G. H.* and *I. K.* &c. being Tenants of the Premises by several Leases to them made of their respective Tenencies did severally Attorn Tenants to the said *C. D.* according to this present grant, whereof they and every of them had full and perfect notice at the Time of their said respective Attornments: All which was done in presence of the persons whose names are hereunto subscribed.

Livery and Attornment together.

Thus having Declared, Defined and Illustrated all the essential and formal Parts of Deeds, and their nature Operation and Use, in Conveying, Settling and Limiting Estates in Fee, in Tail, for Life, for Years, to Use, in Trust, &c. Pursuant
to

to our designed Method, we proceed to the Precedents themselves, by introducing

The several Forms of Agreements, Deeds and Settlements.

A Covenant to levy by a Fine, with declaration of Uses The Consideration.

To levy a Fine.

The Uses.

THis Indenture Tripartite, made, &c. Between *A. B.* and *E.* his Wife of the first part; *C. D.* and *E. F.* of the second part; and *C. B.* Son and Heir Apparent of the said *A. B.* on the third part: Witnesseth, that the said *A. B.* for and in consideration of the natural Love and Affection which he beareth unto the said *C. B.* and for the better settling of the Messuages, Lands and Tenements hereafter mentioned, to such uses, intents and purposes as are hereafter specified, and the continuance of the said Premises in the Name and Blood of the said *A. B.* Doth for himself, his Heirs, Executors and Administrators, Covenant, Grant and Agree to and with the said *C. B.* his Heirs, Executors and Administrators by these Presents: That he the said *A. B.* and *E.* his Wife, on this side, and before the Feast of &c. next ensuing the Date hereof, shall and will at his proper Cost and Charges, by such Fine or Fines, with Proclamations, to be had and levied in due form of Law, as shall be Devised or Advised by the said *C. B.* or his Counsel Learned in the Law, convey and assure unto the said *C. D.* and *E. F.* and to the Heirs of one of them, All and singular those his Messuages, Lands, &c.

And it is Covenanted, Condescended unto, Concluded, Declared and Agreed, by and between the said Parties to these Present, That the said Fine or Fines, so to be levied and had of the said Messuages, Lands, &c. and other the Premises, with the Appurtenances before in these presents mentioned, and of every or any part or parcel

parcel thereof, and the Estate, Right, Title, Interest and Possession of them the said C. D. and E. F. and their Heirs, and either of them and his Heirs, of, in and to the said Premises, and every part thereof, thereby to be had shall be: and the said C. D. and E. F. and their Heirs, and the Survivor of him and his Heirs, and all and every other Person and Persons, his and their Heirs, that shall stand or be seized thereof, or of any part thereof, shall stand and be seized of the same, and of every part or parcel thereof, to the several uses, intents, agreements, limitations and payments, and under the Provisoes and Conditions hereafter, in and by these presents expressed, mentioned and declared, and to none other use or uses, intents or purposes whatsoever: that is to say: To the only use and behoof of the said A. B. To A. B. for and during the term of his natural life, without and E. B. impeachment of or for any manner of Waste: and for life remainder to from and after his Decease, to the use and behoof of the said E. B. his Wife, for and during Tail. the term of her natural life, and from and after the Deceases of the said A. B. and E. B. to the use and behoof of the said C. B. and of the Heirs Male of his Body lawfully begotten or to be begotten, to be charged nevertheless, and chargeable with such yearly Rent or Rents, and distresses for the same, as shall be hereafter in these presents limited or expressed: And for want of such Issue, to the use and behoof of D. B. second Son of the said A. B. and of the Heirs Males of the Body of the said D. B. lawfully begotten, or to be begotten (and so to the other Sons of A. B. if he hath any) charged nevertheless and chargeable, as aforesaid: And for want of such Issue to the use and behoof of the right Heirs of the said A. B. for ever.

Provided always, That it shall and may be law- Power for ful to and for the said A. B. at any time or times Tenant for hereafter, during his natural life, by his Deed life to make or Deeds, in his life-time lawfully executed, to a Jointure. assure, appoint, limit and convey to any law- ful

To convey
Rents to
younger
Sons.

ful Wife or Wives, which the said *A. B.* shall hereafter fortune to Marry, (in case he Survive the said *E. B.*) for term of the life only of such Wife or Wives, for or in the Name of the Jointure or Jointures of such Wife or Wives, one full third part or less, or so much as shall amount to a full third part, of all the said Messuages, Lands and Premises. And also that it shall and may be lawful to and for the said *A. B.* during the term of his natural life, by any Deed or Deeds in Writing under his Hand and Seal, or otherwise by his last Will and Testament in Writing, to grant, assure, limit, devise and convey to every or any the younger Sons of the said *A. B.* of his Body lawfully begotten, or to be begotten, for term of the life or lives of such younger Son or Sons, such yearly Rent charge or Rent charges, with a Clause of Distress for every such Rent, as unto the said *A. B.* shall be thought meet and convenient, to be yearly issuing and going out of all and every the said Messuages, Lands, &c. or any part of them, from and after the decease of the Survivor of them the said *A. B.* and *E.* his Wife, so that the said Rent or Rents so to be granted, limited or devised as aforesaid, do not exceed the sum of sixty pounds *per annum* in the whole.

To make
Leases to
younger
Sons.

And further, that it shall and may be lawful to and for the said *A. B.* at any Time or Times, during his natural life, to make any Lease or Leases unto every or any of his younger Son or Sons, for the Term of one and twenty years or under, in Possession or Reversion of all or any the said Messuages, Lands, &c. whereof the said Fine or Fines before mentioned, is Covenanted to be levied by the said *A. B.* or any part or parcel thereof (the said Lease or Leases to commence immediately from and after the decease of the Survivor of them the said *A. B.* and *E.* his wife) charged and chargeable nevertheless with such Rent and Rents, Sum and Sums of Money, or payments, as before or after in these presents
are

are appointed, declared or limited, to be had, levied or issuing out of the Premises, or any part thereof, in such sort as in these presents is mentioned and declared, so that the same Lands, Tenements and Hereditaments, so to be Demised or Leased to any of the said younger Sons do not exceed in the whole the yearly value of *£r. per annum*, over and above the Rent or Rents reserved upon such Lease or Leases: and so as upon every such Lease and Leases so to be had and made as aforesaid, the old and accustomed yearly Rents, Customs and Services to be reserved, to be yearly payable and done, during the continuance of every such Lease and Leases, at the Days and Times formerly used: And so that the same Lease and Leases, or any of them, to be made as aforesaid, be not without impeachment of Waste. [Here may be another Proviso to empower him to grant Rents to Servants, &c.]

And it is Covenanted, Granted, Concluded and Agreed, by and between the said Parties to these presents, That the said Fine and Fines, so to be levied and had as aforesaid, shall be and inure and that the said C. D. and E. F. and their Heirs, and the Survivor of them and his Heirs, shall stand and be seized of all such Lands, Tenements and Hereditaments parcel of the said Premises which shall by vertue of these presents. be limited or appointed to be charged with any Rent or Rents, Sum or Sums of Money, or payments to any Person or Persons, or which shall hereafter be Granted, Leased, Demised or Charged, according to the intent and true meaning of these presents, and according to the power, liberty and authority hereby given, permitted and allowed, as well to the use of such Person or Persons to whom any parcel of the Premises in these presents mentioned, shall be hereafter so limited, appointed demised, leased, granted or conveyed, of such Estate and Estates, and for such Term and Time as the same shall be pursuant to

The Fines to be and inure for payment of the Rents, and advantage of the Lessees.

the said authority hereby given to be limited, appointed, leased, granted or conveyed: and under the Covenants, Charges, Conditions and Agreements, in such Lease or Leases, Deed or Deeds to be contained: As also, to the use and intent, that every Person and Persons, to whom any Rent, yearly Sum or payment shall be hereafter granted, limited appointed or devised, according to the true intent and meaning of these presents, and according to the power, liberty and authority, allowed or given, in and by these presents shall and may have, receive, levy and take the same, and likewise distrain for such Rent and Rents, Sum and Sums of Money, as shall fortune to be behind and not paid, according to the intent and true meaning of these presents, and of the several Grant or Grants, Limitation or Limitations, Devise or Devises, Appointment or Appointments, of, for or concerning the same to be had or made, pursuant to the power and authority hereby given, as aforesaid, &c.

*The Uses
declared
upon a Re-
covery and
Fine alrea-
dy had and
levied.*

This Indenture tripartite, &c. Between *A. B.* on the first part, *C. D.* on the second part, and *E. F.* and *G. H.* on the third part: Whereas the said *E. F.* and *G. H.* in the Term of *Easter* last past, did by Writ of Entry *sur disseisin en le poſt*, recover against the said *C. D.* all those the Mannors of *A. B. C.* &c. and Thirty Messuages, Twenty Gardens, one Thousand Acres of Land, &c. [*prout en le Recovery*] as in and by the said Recovery, remaining of Record in his Majesties Court of Common Pleas at *Westminster*, relation being thereunto had, more fully and at large it doth and may appear. And whereas, &c. [*recite also the Fine, if any be*] Now witnesseth this present Indenture, That the true intent and meaning of the said *A. B.* and of the said Recovery, and parties to the said Recovery, and also of the Cognizees of the said Fine, and parties to the said Fine, before and at the several and respective time and times of the suffering of the said Recovery, and acknowledging and levying of

of the said Fine, for, touching and concerning the said Mannors, Lands, Tenements, Hereditaments and Premisses, whereof the said Recovery and Fine were severally and respectively suffered, levied and had as aforesaid, always was, and yet is, that as well the said Recovery, as the said Fine, and all and every Fine and Fines, Recovery and Recoveries, and other Acts and Assurances of and concerning the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, with the Appurtenances, or of any of them, at any time formerly suffered, levied, executed or had, wherein or whereunto the said *A. B.* was or is any way a party, and all and every the Executions of the same, and every of them, should and shall be and inure, and be construed, adjudged, deemed and taken to be and inure, and are hereby Covenanted, Granted, Agreed and Declared to be and inure, to the uses, purposes and intents, and under the Provisoos, conditions, and limitations, hereafter in these presents expressed, limited and declared. And that the said Recoverors, and either of them, and all the parties to the said Recovery, and takers thereby, and their Heirs, and all other person and persons, and his and their Heirs, who then were, now are, or hereafter shall be seised of the said Mannors, Lands, Tenements, Hereditaments and Premisses, with their and every of their Appurtenances, comprised in the said Recovery, should and shall stand and be seised of the said Mannors, &c. comprised in the said Recovery, and of every part and parcel thereof, with the Appurtenances, to the uses, purposes and intents, hereafter expressed. And that the said Cognizees of the said Fine, and either of them, and all the parties to the said Fine, and the takers thereby, and the Heirs of them, and every of them, and all and every other person and persons, and his and their Heirs, who at the time of the levying of the said Fine, were, or now are, or hereafter shall be seised of the aforesaid Mannors, &c. com-

The Forms of Settlements.

*To the use
of A. for
life. after to
E. his Wife
for life.*

prised in the said Fine, and every of them, should and shall stand and be seised of the same Mannors, &c. Hereditaments and Premisses, comprised in the said Fine, and every part and parcel thereof, with the Appurtenances likewise, to the uses, purposes and intents hereafter in these presents expressed and declared, that is to say, for, touching and concerning the said Mannor of *A.* with the Rights, Members, Appurtenances, Lands, Tenements and Hereditaments thereunto belonging, parcel of the said Mannors, Lands, Tenements and Hereditaments, comprised in the said Recovery, to the use and behoof of the said *A. B.* and his Assigns, for and during the term of his natural life, without Impeachment of or for any manner of waste : And from and after the Decease of the said *A. B.* to the use and behoof of *E. B.* now Wife of the said *A. B.* for and during the natural life of the said *E. B.* for her Jointure, and in lieu and recompence of her Dower, out of all the Mannors, Lands, Tenements and Hereditaments, whereof the said *A. B.* now is, or at any time was, or shall be seised of any Estate of Inheritance, during the coverture between him and the said *E. B.* And for, touching and concerning all and every the other Mannors, Lands, Tenements, and Hereditaments, mentioned to be comprised in the said Recovery and Fine, to the use and behoof of the said *A. B.* for and during the term of his natural life, without impeachment of or for any manner of waste. And for, touching and concerning the immediate remainder of the said Mannor of *A.* with all the Lands, Tenements and Hereditaments thereunto belonging, before mentioned, or meant to be limited to the said *E. B.* for her Jointure, as aforesaid, immediately from and after the Decease of the said *A. B.* and *E. B.* his Wife, and of the Survivor of them, and the immediate remainder of all and every the said other Mannors, Lands, Tenements and Hereditaments, and every of them, comprised within the said Recovery

covery and Fine (whereof there is no Use before limited or declared to the said *E. B.* for her Jointure) to such uses, purposes and intents (immediately from and after the decease of the said *A. B.*) and under such Provisoos, conditions and limitations, as hereafter in these presents are specified, expressed, limited and declared, and to no other use, intent or purpose whatsoever, that is to say, to the use of the said *E. F.* and *G. H.* *To the use* their Executors, Administrators and Assigns, *for of EFGH.* and during the terms and spaces of years here- *&c. for* after mentioned, to commence and begin, *as years, to* followeth. *viz.* for, touching and concerning the *pay Debts,* said Mannor of *A. &c.* before limited to the *&c. Lega-* use of the said *E. B.* for her Jointure, *for the ciers.* term or space of Ten years, to begin immediately from and after the Decease of the longest liver of them the said *A. B.* and *E.* his Wife. And for touching and concerning all the rest and residue of the said Mannors, Lands, Tenements, and Hereditaments, comprised in the said Recovery and Fine, for and during the like Term and space of ten years, to commence immediately from and after the Decease of the said *A. B.* upon Trust and confidence, and for and unto the end, intent and purpose, That they the said *E. F.* and *G. H.* their Executors, Administrators and Assigns, shall and may receive, perceive, dispose and imploy the Rents, Revenues, Issues and Profits of all and every the said Mannors, Lands, Tenements and Premisses respectively, for and during the said several terms of Ten years, for and towards the *Payment of* payment and *Debts.* satisfaction of all such Debts, and Sums of Money which the said *A. B.* doth now owe, or hereafter shall borrow or owe. or for which any Person or Persons now doth, or do, or hereafter shall stand engaged for or with the said *A. B.* and for his proper Debt, and for and towards the *Payment of* payment of such Legacy or Legacies, and Sums *Legacies.* which the said *A. B.* shall by his last Will and Testament in Writing, to be by him Signed,

The Forms of Settlements.

*To the use
of A. for
life, after to
E. his Wife
for life.*

prised in the said Fine, and every of them, should and shall stand and be seised of the same Mannors, &c. Hereditaments and Premisses, comprised in the said Fine, and every part and parcel thereof, with the Appurtenances likewise, to the uses, purposes and intents hereafter in these presents expressed and declared, that is to say, for, touching and concerning the said Mannor of *A.* with the Rights, Members, Appurtenances, Lands, Tenements and Hereditaments thereunto belonging, parcel of the said Mannors, Lands, Tenements and Hereditaments, comprised in the said Recovery, to the use and behoof of the said *A. B.* and his Assigns, for and during the term of his natural life, without Impeachment of or for any manner of waste: And from and after the Decease of the said *A. B.* to the use and behoof of *E. B.* now Wife of the said *A. B.* for and during the natural life of the said *E. B.* for her Jointure, and in lieu and recompence of her Dower, out of all the Mannors, Lands, Tenements and Hereditaments, whereof the said *A. B.* now is, or at any time was, or shall be seised of any Estate of Inheritance, during the coverture between him and the said *E. B.* And for, touching and concerning all and every the other Mannors, Lands, Tenements, and Hereditaments, mentioned to be comprised in the said Recovery and Fine, to the use and behoof of the said *A. B.* for and during the term of his natural life, without impeachment of or for any manner of waste. And for, touching and concerning the immediate remainder of the said Mannor of *A.* with all the Lands, Tenements and Hereditaments thereunto belonging, before mentioned, or meant to be limited to the said *E. B.* for her Jointure, as aforesaid, immediately from and after the Decease of the said *A. B.* and *E. B.* his Wife, and of the Survivor of them, and the immediate remainder of all and every the said other Mannors, Lands, Tenements and Hereditaments, and every of them, comprised within the said Recovery

covery and Fine (whereof there is no Use before limited or declared to the said E. B. for her Jointure) to such uses, purposes and intents (immediately from and after the decease of the said A. B.) and under such Provisoos, conditions and limitations, as hereafter in these presents are specified, expressed, limited and declared, and to no other use, intent or purpose whatsoever, that is to say, to the use of the said E. F. and G. H. *To the use* their Executors, Administrators and Assigns, for *of EFGH.* and during the terms and spaces of years here- *&c. for* after mentioned, to commence and begin, as *years, to* followeth. *viz.* for, touching and concerning the *pay Debts,* said Mannor of A. &c. before limited to the *&c. Lega-* use of the said E. B. for her Jointure, for the *cies.* term or space of Ten years, to begin immediately from and after the Decease of the longest liver of them the said A. B. and E. his Wife. And for touching and concerning all the rest and residue of the said Mannors, Lands, Tenements, and Hereditaments, comprised in the said Recovery and Fine, for and during the like Term and space of ten years, to commence immediately from and after the Decease of the said A. B. upon Trust and confidence, and for and unto the end, intent and purpose, That they the said E. F. and G. H. their Executors, Administrators and Assigns, shall and may receive, perceive, dispose and imploy the Rents, Revenues, Issues and Profits of all and every the said Mannors, Lands, Tenements and Premisses respectively, for and during the said several terms of Ten years, for and towards the payment and satisfaction of all such Debts, and Sums of Money which the said A. B. doth now owe, or hereafter shall borrow or owe. or for which any Person or Persons now doth, or do, or hereafter shall stand engaged for or with the said A. B. and for his proper Debt, and for and towards the payment of such Legacy or Legacies, and Sums *Payment of* which the said A. B. shall by his last Will and *Legacies.* Testament in Writing, to be by him Signed,

Sealed and published before three sufficient Witnesses, at the least, give, limit, ordain and appoint. And from and after the end, expiration, surrender or other determination of the said Term or Terms of Ten years, and as they shall severally end and determine, To the use and behoof of such Person and Persons, and for such Estate and Estates as the said *A. B.* shall by his last Will and Testament in Writing, in the presence of Three credible Witnesses, or more, limit, appoint or declare; and in default of such Limitation, Appointment or Declaration to the use and behoof of, &c. Provided always, &c. Here may follow a Power given to *A. B.* to make Leases, &c. reserving the accustomed Rent, &c.

*Another,
the Uses of
a Recovery
as to several Mannors severally limited.*

This Indenture Tripartite, made, &c. Between *A. B.* of, &c. Esq; and *C. B.* of, &c. Son and Heir apparent of the said *A. B.* and of *E. B.* Deceased; late the Wife of the said *A. B.* and sole Daughter and Heir of *E. H.* of, &c. Deceased, of the first part: *C. D.* and *E. F.* of the second part: And *G. H.* and *I. K.* of the third part: Whereas the said *A. B.* is seized in his Demesne, as of Fee, of some part of the Mannors, Lands, Tenements and Hereditaments, hereafter mentioned; and is also seized for term of his life, as Tenant by the Courtesie of *England*, of other the Mannors, Messuages, Lands, Tenements and Hereditaments, hereafter specified, the Reversion whereof in Fee-simple being descended by and after the Decease of the said *E. B.* unto the said *C. B.* Now, to the end, intent and purpose, That the Mannors, Lordships, Messuages, Lands, Tenements and Hereditaments, hereafter mentioned and expressed, may be established, vested and settled, in and unto the said *A. B.* during the Term of his natural life, and after his Decease, upon the said *C. B.* and upon his Name, Stock and Posterity, and to such other Uses as are hereby appointed.

It is Covenanted, Granted, Condescended, Concluded and fully Agreed, by and between the said Parties to these presents. And the said *A. B.* and *C. B.* do for themselves, their Heirs, Executors and Administrators, Covenant, Promise, Grant and Agree to and with the said *C. D.* and *E. F.* their Heirs, Executors and Administrators, and to and with every of them by these presents: That they the said *A. B.* and *C. B.* shall and will, on this side and before the end of *Michaelmas* Term, now next ensuing, in due form of Law, &c. [Let it be a Covenant to acknowledge a Fine; *Come ceo*, &c. to *G. H.* and *I. K.* of the Mannors of *A. B. C.* and *D.*] which said Fine or Fines, so as aforesaid, or in any other sort to be levied and acknowledged, shall be and inure, and shall be deemed, adjudged, esteemed, reputed and taken to be and inure to the use of the said *G. H.* and *I. K.* and their Heirs, to the end, intent and purpose, that they the said *G. H.* and *I. K.* may become perfect Tenants of the Freehold of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, with their Appurtenances, whereby one or more perfect common Recovery or Recoveries, shall or may thereof be had and suffered in manner and form hereafter following: For which intent and purpose, it is Covenanted and Agreed by and between the said Parties these presents: That it shall and may be lawful to and for the said *C. D.* and *E. F.* to bring, pursue and prosecute against them the said *G. H.* and *I. K.* one or more Writ or Writs of Entry *sur disseisin en le post*, of and for the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, with their and every of their Appurtenances, &c. [as in a Covenant to suffer a Recovery] The which said Common Recovery or Recoveries, so as aforesaid, or in any other manner to be had and suffered: And all other Common Recoveries, Fines, Feoffments, Conveyances and Assurances in the Law whatsoever, since the Decease of the said *E. B.* had, made, levied, suffered,

Covenant to levy a Fine.

The use of the Fine to make Cognizees Tenants to a Precipe.

suffered, acknowledged or executed, or to be had, made, levied, suffered, acknowledged or executed, by or between the said Parties to these presents, or any of them, or whereunto they or any of them shall be Parties, of, for or concerning the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, or any of them, or any part or parcel of them or any of them, shall be and inure; and shall be adjudged, deemed, esteemed, reputed and taken to be and inure to the uses behoofs, intents and purposes, and with, upon and under such Provisoos, Conditions, Powers and Limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed.

That is to say, for and concerning the said *The uses of Mannors of A. and B. &c.* [with general words] *the Recovery* to the use of the said C. B. for and during *ry, being for* the Term of his natural life, without impeachment of or for any manner of Waste, and with *life with* full power to do or commit Waste, and from *remainders* and after the Decease of the said C. B. to the *over in* use and behoof of the said A. B. for and during *Tail.* the Term of his natural life: and from and after the Decease of the said C. B. and A. B. to

Remainders in Tail
to 1, 2, 3.
&c. Sons.

the use and behoof of D. B. eldest Son of the said C. B. and of the Heirs Males of his Body lawfully to be begotten, and for default of such Issue, to the use and behoof of F. B. second Son of the said C. B. and of the Heirs Males of the Body of the said F. B. lawfully to be begotten: And for default of such Issue, to the use and behoof of G. B. third Son of the said A. B. and of the Heirs Males of the Body of the said G. B. lawfully begotten. And for default of such Issue, to the use and behoof of the fourth Son of the Body of the said C. B. on the Body of M. B. his Wife begotten, or to be begotten, and of the Heirs Males of the Body of such fourth Son lawfully to be begotten, &c. [and so to the tenth Son] And for default of such Issue, to the use

use and behoof of all and every other Son and Sons of the Body of the said C. B. to be lawfully begotten, successively one after the other, and of the Heirs Males of the Bodies of every such Son and Sons, severally and respectively to be begotten, as they and every of them shall be in Seigniority of Age and Priority of Birth, the eldest of the said Sons, and the Heirs Males of his Body, being ever preferred before the younger of the said Sons, and the Heirs Males of his body; and for default of such Issue, to the use and behoof of I. B. second Son of the said A. B. and of the Heirs Males of the body of the said I. B. lawfully to be begotten; and for default of such Issue, to the use and behoof of the Heirs of the body of the said A. B. lawfully begotten, and to be begotten; and for want of such Issue, to the use and behoof of the right Heirs of the said C. B. for ever.

And as for and concerning the said Mannor of C. *Use of the Mannor in C. in trust to be sold.* to the use and behoof of the said C. D. and E. F. and of their Heirs and Assigns for ever. Upon trust and confidence nevertheless, and to the end, intent and purpose, That they the said C. D. and E. F. and the Survivor of them, and his Heirs, shall and will sell, convey and assure the said Mannor of C. with the Rights, Members and Appurtenances, Lands and Tenements thereunto belonging, and every part thereof, late the Inheritance of the said E. B. Deceased, for the best benefit, profit and advantage, which shall or may be, *bonâ fide*, had or gotten for the same. And *Disposal of the moneys raised by sale.* that the Money to be raised by every sale, and as every such sale shall be made, shall be forthwith paid and disposed of by the said C. D. and E. F. and the Survivor of them, and his Heirs, as followeth: That is to say, so much money thereof to the said A. B. his Executors or Administrators, as according to the true yearly value of the said Mannor and Lands, shall come to Five years and a halfe purchase. And the residue of the Moneys to be raised by such sale as aforesaid,

The Forms of Settlements.

said, shall be disposed of, for and towards the payment of the Debts of the said C. B. and Sums of Money, mentioned in the Schedule hereunto annexed: And for and towards the payment of such Legacies, as the said C. B. shall by his last Will and Testament, Devise and bequeath, if any overplus remain, after that the said Debts are fully satisfied and paid: And in default of such Devise or bequest, to the Executors or Administrators of the said C. B. and upon further trust and confidence, that the said A. B. his Executors, Administrators or Assigns, shall or may have, receive and take to his and their own proper use, all and singular the Rents, Issues, Revenues and Profits of the said Mannor, Lands and Premises, hereby limited and intended to be sold, until such sale shall be made thereof as aforesaid.

To have the Profits until Sale.

Uses as to part, to be void, upon non-payment of a Sum to the younger Son of A. B.

Provided always, and it is true intent and meaning of these presents, That if the said D. B. or such other person or persons, to whom any Estate is hereby limited, or intended to be limited, of and in the said Mannors of A. and B. his, their, or some of their Heirs, or Assigns, shall not within Two years next after the decease of the said A. B. and C. B. or the Survivor of them, well and truly pay or cause to be paid unto the said I. B. second Son of the said A. B. [if he the said I. B. shall and do so long live] the Sum of Two Thousand pounds, of good and lawful money of England, That then and immediately after such default of payment, all and every the Use and Uses herein before declared and limited, as for and concerning the said Mannors of A. and B. shall cease and be void. And then also, and from thenceforth, the said Recovery and Recoveries, so as aforesaid, or in any other sort to be had and suffered, and the Recoveror and Recoverors therein named, his and their Heirs, shall stand and be seized of and in all and singular the said Mannors of A. and B. to the use and behoof of the said I. B. his Heirs and Assigns,

Assigns, until he or they shall or may, out of the Rents, Issues and Profits thereof, have fully levied and received the said Sum of Two Thousand pounds, together with consideration, after the rate of Six pounds *per Centum per Annum*, for the forbearance thereof, from the end of the said Two years next ensuing the Deaths of the said *A. B.* and *E. B.* or the Survivor of them, and all damages, costs and charges, which he the said *J. B.* his Heirs, Executors or Administrators, shall sustain or be put unto, in or about the Recovering of the said Premises, or the said Sum of Two Thousand Pounds, or any part thereof, or in or about any Suit concerning the same: And from and after such time as the said *J. B.* his Heirs or Assigns, shall, or without fraud or covin might have received the said Two thousand Pounds, together with consideration for the forbearance thereof, as aforesaid, and all Charges, Expences and Damages, as aforesaid, touching or in any wise concerning the same, out of the Rents, Issues and Profits of the said Mannors of *A.* and *B.* That then and from thenceforth the said Recovery and Recoveries shall be and inure, as to the said Mannors of *A.* and *B.* And the Recoveror and Recoverors therein to be named, his and their Heirs and Assigns, shall stand and be seized thereof, and of every part and parcel thereof, to the use of such Person and Persons, and of such Estate and Estates, to whom the said Mannors ought to have come and remained, by the true intent and meaning of these presents, in case the said last mentioned Proviso, for, touching or concerning the said *J. B.* or any matter or thing whatsoever therein contained, had never been.

And it is further Covenanted, Granted, Concluded, Declared and fully Agreed by and between all the said Parties to these present Indentures, for them and their Heirs respectively, and the true intent and meaning of these presents, and of all the Parties thereunto is, That

as to, for, touching and concerning the said Mannor of *D.* late part of the Inheritance of the said *E. B.* with the Rights, Members, Appurtenances, Lands, Tenements and Hereditaments thereunto belonging: The said Recovery and Recoveries, so as aforesaid, or in any other manner to be had and suffered: And all other Recoveries, Conveyances, Fines, Feoffments and Assurances in the Law whatsoever, since the Death of the said *E. B.* late the Wife of the said *A. B.* had, made, levied, suffered acknowledged or executed, or to be had, made, levied, suffered, acknowledged or executed, by or between the said Parties to these presents, or any of them, or whereto they or any of them shall be Parties of for or concerning the said Mannors of *D.* or any part or parcel thereof, either solely, or together with other the said Mannors, Lands, Tenements and Hereditaments, or any of them shall be and inure, and shall be adjudged, deemed, esteemed, reputed and taken to be and inure to the uses, behoofs, intents and purposes, as to the said Mannor of *D.* with the Rights, Members and Appurtenances thereof, and with, upon and under such Provisoos, Conditions, Powers and Limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed: that is to say, To the use and behoof of the said *C. B.* and his Assigns, for and during the Term of his natural life, without impeachment of or for any manner of Waste, and from and after his Decease to the use and behoof of *M. B.* his Wife, for and during the term of her natural life: And from and after the the Decease of the Survivor of them the said *C. B.* and *M.* his Wife, to the use and behoof of the said *A. B.* for and during the term of his natural life:

To C.B. for life, and after to his wife for life.

Power to make Lease of, &c.

Uses for Portions for Daughters. And from and after his Decease, to the use of, &c. Provided always, and the true intent and meaning of these presents is, That it shall and may be lawful to and for the said *C. B.* at any time

time or times after the Decease of the said M. B. in case he shall happen to Survive her, during natural life, by his Deed or Deeds Indented, by him duly executed in the presence of two or more credible Witnesses, to make one or more Lease or Leases, for one, two or three lives, or One and twenty years or under, of the said Mannor of D. or any part thereof, under such Rent, Rents, Reservations and Covenants, as he shall think fit, to any Person or Persons whatsoever, upon Trust, for the raising of the several Portions herein after mentioned, for such Daughter or Daughters as the said C. B. shall happen to have, and not otherwise provided for; That is to say, If one Daughter, then for the raising of Five hundred pounds for that Daughter, and if more Daughters, then for the raising of Three hundred pounds apiece for each and every one of the said Daughters, to be paid them at their several and respective Ages of One and twenty Years, or Days of Marriage, which shall first happen: And that all and every such Lease or Leases, Demise or Demises, Grant or Grants, to be made as aforesaid, shall stand and be good and effectual in Law, to all intents and purposes: And the said Recovery and Recoveries, so as aforesaid, or in any other sort to be had and suffered, shall be and inure: and the Recoveror or Recoverors therein named, or to be named, his and their Heirs shall stand and be seized of and in such and so much of the said Mannor of D. as shall be so Demised or Leased, to the use of such Person and Persons, his and their Executors, Administrators and Assigns, to whom such Demise or Demises, Lease or Leases, Grant or Grants, shall be made as aforesaid.

The Recovery to be to the use of the Lessees.

Upon a Fine to be levied

This Indenture, &c. Between A. B. and E. his Wife on the one part; and C. D. and E. F. on the other part. Witnesseth; That for the Conveying, Assuring, and sure making of all, and singular the Messuages, Lands, Tenements, and Hereditaments hereafter in these presents mentioned,

tioned, to the uses, intents, and purposes hereafter, in, and by these presents expressed, limited, and declared: It is agreed and concluded by, and between, the said parties to these presents. And the said *A. B.* for himself, his Heirs, Executors, and Administrators, doth covenant, grant, and agree to, and with the said *C. D.* and *E. F.* their Heirs, Executors, and Administrators, and every of them by these presents; That he the said *A. B.* and *E.* his Wife, shall, and will at the proper costs and charges, of the said *A. B.* before the Feast of, &c. next ensuing, the Date hereof, in due form of Law, acknowledge, and levy before the Justices of his Majesties Court of *Common Pleas* at *Westminster*; one Fine *Sur cognizance de droit come ceo*, &c. with Proclamations unto the said *C. D.* and *E. F.* of all the Messuages or Tenements, &c. [and here set down particularly the Messuages and Lands to pass] by certain Name or Names, and quantities of Acres in the said Fine to be contained: And that the said Fine so to be had and levied as aforesaid; or in what manner or form soever the same shall be had, shall be, and inure; and the said *C. D.* and *E. F.* shall by force thereof, stand, and be seized of the said Messuages and Lands and all other the Premises, with the Appurtenances to the uses, intents, and purposes; and upon the Conditions and Limitations hereafter in these presents limited, expressed and declared; and to no other use, intent, or purpose whatsoever: That is to say, &c.

Several forms to begin the limitation of uses.

Or thus,

And it is Covenanted, Concluded, and fully Agreed by, and between all the said Parties to these presents: And they, and every of them, do hereby express, signify, and declare; That the said Fine so to be levied as aforesaid, and all, and every other Fine and Fines hereafter to be had and levied of the Premises, or any part thereof between the said Parties or any of them, before the said Feast of &c. shall be, and inure; and the said *C. D.* and *E. F.* and their and one of their

their Heirs immediately from and after the said Fine, as also any other Fine thereof to be levied as aforesaid, shall stand and be seized of the Premises, to the only uses, intents, and purposes hereafter mentioned: *viz.* as to the said Messuage, or Tenement, and Lands, with the Appurtenances, now in the occupation of, &c. To the use and behoof of, &c. And as to the said Messuage, or Tenement, and Lands, now in the occupation of, &c. To the use and behoof of, &c.

And it is Covenanted, Granted, Concluded, *Or thus,* and Agreed by, and between all the said Parties to these presents; for themselves their Heirs and Assigns: That the said Fine to be acknowledged and levied as aforesaid; of the Messuages, Lands, Tenements, and Hereditaments aforesaid, and the execution thereof; and the Estate, Right, Title, Interest, and Possession of them the said C. D. and E. F. and of the Heirs of such of them, to whom the inheritance of or in the Premises, shall be limited in, and by the said intended Fine, shall be, and shall for ever be adjudged, deemed, and taken to be: And the said C. D. and E. F. and the Heirs of such of them, to whom the inheritance of the Premises shall be limited, in or by the said intended Fine, and the Survivor of them, shall stand and be seized of, and in all and singular the said Messuages, Lands, Tenements, and Hereditaments, and of every part and parcel thereof, with the Appurtenances, to the uses, intents, and purposes; and under and upon the Provisoes, Limitations, Conditions, and Agreements hereafter, in these presents mentioned and contained: That is to say, of, for, and concerning, all that Messuage, and Lands, &c. with the Appurtenances in M. aforesaid, in the tenure or occupation of, &c. being parcel of the said Premises, whereof the said Fine before by these presents, is covenanted to be levied as aforesaid, by the said A. B. and of the Reversion and Reversions, Remainder and Remainders of the same: To the

use and behoof of, &c. And of, for, and concern-
all, and every the said other Messuages, Lands, &c.
with their and every of their Appurtenances,
whereof the said Fine is covenanted to be levied
as aforesaid, and the Reversion and Reversions,
Remainder and Remainders thereof, to the use
and behoof of, &c.

*Upon a Fine
already le-
vied.*

This Indenture, &c. Between *A. B.* and *E. his*
his Wife of the one part, and *C. D.* and *E. F.* of
the other part: Whereas the said *A. B.* and *E.*
his Wife, have in the Term of *St. Hilary* last past,
before the Date of these presents, levied one Fine
in due form of Law unto the said *C. D.* and
E. F. of all that Mannor, &c. The which Fine
was levied by such names number of Acres and
other particulars, as are in the said Fine con-
tained, as by the said Fine, reference being there-
unto had, more fully it doth and may appear.
Now Witnesseth these presents, and it is hereby
declared by, and between all the Parties here-
unto: That the true intent, and meaning of the
levying of the said Fine, at the time of the levy-
ing thereof was, and is to be taken to be, to
the uses, intents, and purposes hereafter following:
That is to say, to the use of, &c.

*Upon a Re-
covery to be
had with
double Vou-
cher.*

This Indenture Tripartite &c. Between *A. B.* of
the first part, *C. D.* and *E. F.* of the second part, and
G. H. and *I. K.* of the third part: Whereas the
said *A. B.* by one Indenture of bargain and sale,
Dated the first Day of this instant *January*, and
inrolled in his Majesties High Court of *Chan-
cery*, the twentieth Day of the same Month, (made
between the said *A. B.* on the one part, and the
said *C. D.* and *E. F.* on the other part:) Hath
granted, bargained, and sold, to the said *C. D.*
and *E. F.* and their Heirs; all that Mannor, &c.
and the Reversion and Reversions, Remainder and
Remainders thereof, and of every part and par-
cel thereof: To have and to hold the said Man-
nor, &c. and all and every the said Premisses, with
the Appurtenances, unto the said *C. D.* and *E. F.*
their Heirs and Assigns for ever; to the only
proper

proper and absolute use and behoof of the said C. D. and E. F. their Heirs and Assigns for ever: To the end, intent, and purpose, that the said C. D. and E. F. might thereby, and by force of the Statute for transferring uses into possession, become Tenents of the Freehold of all and every the Premises, that a good and perfect common Recovery with double Vouchers, may be thereof had and executed: Now Witnesseth this present Indenture: And it is covenanted, concluded, and fully agreed by, and between all the said Parties to these presents, for them and every of them, their and every of their Heirs: That they the said C. D. and E. F. shall and will permit and suffer the said G. H. and I. K. before the Feast of, &c. next ensuing the Date of these presents, by Writ or Writs of entry, *sur disseisin en le post*; to be sued forth and obtained out of the Kings Majesties High Court of Chancery, and returnable before the Justices of our Sovereign Lord of the Court of Common-Pleas at Westminster, in the Names of the said G. H. and I. K. Demandants against the said C. D. and E. F. Tenents or the Survivor of them, to Recover to them the said G. H. and I. K. and their Heirs in due form of Law, according to the usual form of common Recoveries, for assurance of Lands, Tenements, and Hereditaments, against the said C. D. and E. F. the said Mannor and Premises, with their and every of their Appurtenances, by some name or names in the said Writ and Recovery to be contained: In and to which said Writ, the said C. D. and E. F. shall *gratis* appear in their proper Persons, and after defence made, shall vouch to warranty the said A. B. who shall likewise thereupon appear and enter into the warranty, and vouch over the common Vouchee, who shall likewise appear and enter into the warranty and after make default, to the end that a perfect common Recovery may be had and executed, according to the course of common Recoveries, of the Mannor, &c. and all

and every other the Premisses, with the Appurtenances.

The Uses.

Which Recovery so as aforesaid, or in any other form to be, had, suffered, and executed; and all other Recoveries to be had, suffered, and executed by, and between the said Parties, or any of them of the said Mannor, and Premisses, before the said Feast of, &c. and the Recoverors in and to the said Recovery and Recoveries, shall immediately from and after the suffering, and executing thereof, stand and be seized of the said Mannor, and Premisses, to the uses, intents, and purposes hereafter specified, expressed, and declared, and to none other use, intent, or purpose whatsoever: That is to say, to the use of, &c. — Or thus: And it is Covenanted, Granted, Concluded, and Agreed by, and between all the said Parties to these presents, that the said Recovery so to be had, and executed as aforesaid, and every common Recovery with Vouchers, before the said Feast of &c. to be suffered by the said C. D. and E. F. or the Survivor of them of the said Mannor and Premisses, and of every or any part thereof; by what names or additions soever, the same shall fortune to be had or suffered, immediately from and after the Execution thereof shall be, and the Person or Persons, who shall thereby Recover the Premisses, or any part thereof; and his, or, their Heirs, after such Execution, shall stand and be seized of the said Mannor, and Premisses, or such part thereof, as shall be recovered as aforesaid, to the use of, &c. — Or thus: And it is Covenanted, Granted, and Concluded by, and between all the said Parties to these presents: And either of the said Parties doth by these presents, Covenant, Grant, Conclude, and Agree to, and with the other, in manner and form following: That the said G. H. and K. immediately from and after the said Recovery, had and Executed as aforesaid, shall stand and be seized of, and in the said Mannor, &c. and other
the

the Premises with the Appurtenances: And that the said Recovery, and the force, effect, and execution of the Premises, or any part thereof, by and between the said Parties before the Feast of, &c. shall be, and shall be adjudged, deemed, reputed, and taken to be to the uses, intents and purposes, in these presents mentioned and declared, viz. To the use of, &c.

This Indenture Tripartite made, &c. Between *A. B.* Upon a Recovery already had with double Voucher. on the first part, *C. D.* and *E. F.* on the second part, and *G. H.* and *I. K.* on the third part: Whereas the said *A. B.* by one Indenture of bargain and sale bearing Date, &c. [vide pag. 274. l. 30. and recite it as there.] And whereas afterwards, That is to say in the Term of St. Hillary, then next following the said *G. H.* and *I. K.* did pursue out of the said Court of Chancery, one Writ of entry, *sur disseisin en le poſt*, against the said *C. D.* and *E. F.* returnable before the Justices of his Majesties Court of Common Pleas at Westminster, whereby the said *G. H.* and *I. K.* did demand against the said *C. D.* and *E. F.* the said Mannor, &c. [as in the Recovery,] to which Writ the said *C. D.* and *E. F.* did appear in proper Person, and after defence made, did vouch to warranty the said *A. B.* who did likewise appear in Person, and entred into the Warranty, and vouched over the common Vouchee, who did likewise appear in person, and entred into the warranty and after made default, whereby several Judgments were had according to the course of common Recoveries used in the said Court of Common Pleas.

Now witnesseth this present Indenture, And *The uses.* it is hereby declared and expressed, that the true intent and meaning of all the said Parties to these presents, before and at the time of suffering the said Recovery was, and ever since hath been, and yet is, that the said Recovery and the whole execution thereof should, and for ever hereafter shall be, and inure: And the said Recoverors and their Heirs, shall for ever hereafter stand and be

seized of and in the said Mannor, &c. and all and every the Premises before mentioned, with the Appurtenances, To the use of, &c.

Release of Errors sometimes used. And the said *A. B. C. D.* and *E. F.* for them and every of them, their and every of their Heirs; do, and for every of them doth by these presents, remise, and for ever quit claim unto *G. H.* and *I. K.* and their Heirs, and all and every Person and Persons whatsoever, that shall or lawfully may have any Estate, Title, Interest, or demand, of, into, or out of the Premises, or any part or parcel thereof, by force or Vertue of the said Recovery and the execution thereof, and of these presents, or any limitation, matter, or thing herein contained: All and every Error and Errors, Writ and Writs of Error, misprisions, misentries, and other cause and causes of Writ or Writs of Error, which they the said *A. B. C. D. E. F.* or any of them, their or any of their Heirs, have or hereafter may, or ought to have, for or by reason of any Error or Errors, misprision, misentry, or other defect whatsoever in or about, or any way touching, or concerning the said Recovery, or any proceeding or prosecution thereof.

Another upon Recovery with double Voucher, already had. This Indenture Tripartite made, &c. Between *A. B.* and *E.* his Wife of the first part, *C. D.* and *E. F.* of the second part, and *G. H.* and *I. K.* on the third part: Whereas the said *A. B.* and *E.* his Wife did in *Michaelmas* Term last, levy and acknowledge one Fine *sur cognizance de droit come ceo*, &c. in the Court of *Common Pleas* at *Westminster*, unto the said *C. D.* and *E. F.* of all that Messuage, and Lands, &c. to the intent and purpose, that the said *C. D.* and *E. F.* might be Tenents of the Freehold of the said Messuage, Lands, and Premises; and that a Writ of entry, *sur disseisin en le poest*, might be brought and prosecuted against them, to the end that a common Recovery might be had of all and singular the said Messuage, Lands and Premises, according to the form of common Recoveries had, used and accustomed:

And

And whereas a common Recovery hath been since had in and by a Writ of entry, *sur disseisin en le poſt*, of the Premisses against the ſaid C. D. and E. F. by the ſaid G. H. and I. K. Wherein the ſaid C. D. and E. F. did vouch to warranty the ſaid A. B. who thereupon entred into the warranty, and vouched over to warranty the common Vouchee, who likewise appeared and entred into the warranty and after made default, whereby ſeveral Judgments were had, according to the uſe of common Recoveries with double Vouchers, for aſſurance of Lands and Tenements, which Recovery hath been executed by Writ of *habere facias ſeiſinam*, as by the Records of the ſaid Court, it doth and may appear.

Now witneſſeth this preſent Indenture, That *The Uſes*, the true intent and meaning of the ſaid A. B. and of the ſaid Recoverors, and of all the Parties to the ſaid Recovery, and to theſe preſents, and of every of them, before and at the Time or Times of ſuffering the ſaid Recovery. for, touching, and concerning the ſaid Meſſuage, Lands, Tenements, and Hereditaments, and every of them, whereof the ſaid Recovery was ſuffered and had, was and now is: That the ſaid Recovery, ſhould and ſhall be, and inure; and ſhall be conſtrued, adjudged, deemed, and taken to be, and inure: And that the ſaid Recoverors, and every of them and their Heirs, and all* and every other Perſon or Perſons, and his and their Heirs, who then were, or now are, or hereafter ſhall be ſeized of the ſaid Meſſuage, Lands, and Premisses, or of any part thereof by force of the ſaid Recovery, ſhould and ſhall ſtand and be ſeized of the ſame, and of every part and parcel thereof; to the uſes, purpoſes and intents, and under the Proviſoes, Conditions, and Limitations hereafter, in theſe preſents expreſſed, limited, and declared; and to no other uſe, intent, or purpoſe whatſoever: That is to ſay, &c.

Upon a Recovery with the one part, and C. D. and E. F. one of the other single Voucher to be had.

This Indenture made, &c. Between *A. B.* of the one part, and *C. D.* and *E. F.* one of the other part: Witnesseth, That it is covenanted, concluded, and agreed by, and between the said Parties to these presents: And the said *A. B.* for himself, his Heirs, Executors, and Administrators, doth covenant, grant, and agree to, and with the said *C. D.* and *E. F.* and their Heirs, by these presents: That he the said *A. B.* shall permit and suffer the said *C. D.* and *E. F.* to prosecute one Writ of entry, *sur disseisin en le poſt*, against the said *A. B.* of and for all that Mannor, &c. with their and every of their Appurtenances, by such name and names, quantities and numbers of Acres, and in such manner and form as shall be thought fit and expedient. Unto and in which Writ the said *A. B.* shall appear *gratis*, and vouch over to warranty the common Vouchee, who shall likewise appear *gratis*, and enter into the warranty, and make default in contempt of the Court, whereby one Recovery shall or may be had or suffered against the said *A. B.* of the said Mannor, &c. according to the usual course of common Recoveries for assurance of Lands, and Tenements. And it is further concluded, and agreed by, and between the said Parties to these presents, That the said Recovery shall be had and suffered as aforesaid, before the end of *Michaelmas* Term next ensuing the Date hereof: And that the said Recovery, and the Execution thereof, and the full force and effect of the same shall be and inure: And that the said Recoverors and their Heirs, immediately after the same, and the Execution thereof had and made, shall stand and be seized of the said Mannor, Messuages, Lands, and Premises, to the uses, intents, and purposes herein after mentioned: That is to say, to the use of, &c.

This

This Indenture, &c. Between A. B. of the one part, and C. D. and E. F. of the other part: *Upon Record*
 Whereas the said C. D. and E. F. did in Michaelmas Term last past before the Date hereof, upon *very with single Vou-cher already had.*
 a Writ of entry, *sur disseisin en le poſt*, before his Majesties Juſtices of the Court of *Common Pleas*
 at *Westminster*, Recover by common Recovery against the said A. B. one Mannor, &c. [setting down the Particulars,] and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of all and every part and parcel thereof; by the name of, &c. [*prout en le Recovery.*] in which Recovery the said A. B. did vouch to warranty the common Vouchee, whereby a good and perfect common Recovery, with single Voucher of the said Mannor, Messuages, Lands and Premises, according to the usual form of common Recoveries, was had and after executed against the said A. B. and his Heirs; as by the Record thereof, remaining in the said Court of *Common Pleas*, more at large, it doth and may appear.

Now witnesseth this present Indenture: And *Uses.*
 it is hereby declared, that the true intent and meaning of all the Parties to the said Recovery, and to these presents, was before and at the time of the said Recovery, and yet is, for, touching and concerning the said Mannor, Messuages, Lands, Tenements and Premises, and every part thereof, whereof the said Recovery, was had and executed as aforesaid; that the said Recovery, and the execution thereof, should and shall be, and inure; and be construed, adjudged, and taken to be, and inure; and that the said Recoverors and their Heirs, should and shall stand and be seized of the said Mannor, Messuages, Lands, Hereditaments, and Premises, and of every part and parcel thereof, with the Appurtenances, to the uses, intents, and purposes hereafter in these presents set down, expressed and declared; and to no other use intent. or purpose whatsoever: That is to say, to the use of, &c.

This

Upon a Fine
and Reco-
very (with
double Vou-
cher,) to
be had of
several
things, viz.
the Fine of
one, and the
Recovery
of another.

This Indenture Tripartite, made, &c. Between A.B. and E. his Wife of the first part, C.D. and E.F. of the second part, and G.H. and I.K. of the third part: Witnesseth. That the said A.B. for himself, his Heirs, Executors and Administrators, doth covenant and grant to, and with the said G.H. and I.K. their Heirs, Executors, and Administrators, by these presents; that he the said A.B. and E. his Wife, shall and will on this side, and before the Feast of, &c. acknowledge and levy in due form of Law, before his Majesties Justices of the Common Pleas at Westminster, one Fine, *sur cognizance de droit come ceo*, &c. with Proclamations unto the said G.H. and I.K. of all that his Mannor of M. &c. by such name or names, quantities and numbers of Acres, as they the said G.H. or I.K. or either of them, their or either of their Council learned in the Law, shall reasonably devise, advise, or require: And whereas the said A.B. hath by Indenture of bargain and sale bearing Date the &c. last past before the Date hereof; and inrolled in his Majesties High Court of Chancery, the 20th Day of the same month of &c. made between the said A.B. of the one part, C.D. and E.F. of the other part, for the consideration therein mentioned, granted, bargained, and sold, unto the said C.D. and E.F. their Heirs and Assigns; all that Messuage, or Tenement, and Lands in B. &c. and the Reversion and Reversions, Remainder and Remainders thereof: To have and to hold the said Messuage, Lands and Premises, and every part thereof, with the Appurtenances, unto the said C.D. and E.F. their Heirs and Assigns for ever; which said bargain and sale was had and made, to them the said C.D. and E.F. as aforesaid; to and for the only end, intent and purpose, that the said C.D. and E.F. might be the Tenant thereof to a Precipe, against whom the Recovery hereafter mentioned, in manner and form following might be had. Now this Indenture further witnesseth, that it is covenanted, concluded, and

and fully agreed by, and between all the said Parties to these presents; for them and every of them, their and every of their Heirs, that before the end of *Trinity* Term now next ensuing, there shall be one Recovery, (in the nature of a common Recovery, for Lands, Tenements, and Hereditaments, in such cases used and accustomed,) and executed in his Majesties said Court of *Common Pleas*; by or in the name of the said *G. H.* and *J. K.* Demandant against the said *C. D.* and *E. F.* Tenents of the said Messuage, and Lands, with the Appurtenances, who shall vouch to warranty the said *A. B.* who being vouched shall appear *gratis*, and enter into the warranty, and vouch over the common Vouchee, and the said common Vouchee shall thereupon appear also, and enter into the warranty, and afterwards make default; to the end that one perfect common Recovery, shall and may be of the said Messuages, and Lands, with the Appurtenances, had and prosecuted in all things, according to the usual order and form of common Recoveries in such cases used.

And it is Covenanted, Concluded, and fully *The Uses.* Agreed by, and between all the said Parties to these presents respectively, for them and every them, their and every of their Heirs; that the said Fine and Recovery, so to be had, levied, suffered, and executed as aforesaid, as touching and concerning all and every the said Mannor or Lordship of *M.* and the said Messuage or Tenement in *B.* and the several Lands, Tenements, and Hereditaments before mentioned; whereof the said Fine and Recovery were severally and respectively had, levied and suffered as aforesaid: And all and every other Fine and Fines, Recovery and Recoveries to be had of the said Mannor, and other the Premises thereunto belonging, and of the said Messuage and Lands, and other the Premises, before mentioned to belong thereunto, by and between the said Parties or any of them, before the end of the said Term of the Holy

Holy Trinity, shall be and inure; and as well the said Cognizees as the said Recoverors, and their several and respective Heirs, shall severally and respectively stand and be seized of all and every the Premisses; to the uses, intents, and purposes; and under the Provisoos, conditions and limitations herein, after mentioned and expressed, and to no other use, intent, or purpose whatsoever.

Another
upon a Fine
and Recovery of several
things already had.

This Indenture Tripartite, made, &c. Between A. B. and E. his Wife of the first part; C. D. and E. F. of the second part, and G. H. and I. K. of the third part: Whereas in the Term of &c. last past a Fine, *Sur cognizance de droit come ceo*, &c. with Proclamations according to the Statute in such case made and provided; was levied between the said C. D. and E. F. Plaintiffs, and the said A. B. and E. his Wife deforcients of the Mannor of, &c. by the name of &c. And whereas the said G. H. and I. K. did in the said Term by Writ of entry *sur disseisin en le post*, recover against the said C. D. and E. F. one Messuage in B. &c. by the name of &c. in which Recovery the said C. D. and E. F. did vouch to warranty the said A. B. who thereupon entred into the warranty, and vouched over the common Vouchee; proceeding in all things therein, according to the form and order of common Recoveries for assurance of Lands. Tenements and Hereditaments used and accustomed, as in and by the several Records of the said Fine and Recovery, remaining in his Majesties Court of Common Pleas, reference being thereunto had, more fully and at large it doth and may appear. Now witnesseth this present Indenture, that the true intent and meaning of the said A. B. and E. his Wife, and of the Cognizees and Parties to the said Fine; and also of the said Recoverors, and Parties to the said Recovery, and of all and every Parties to these presents; before and at the several and respective Time and Times, of the acknowledging and levying of the said Fine, and of the suffering

fering of the said Recovery, for and concerning the said Mannor, Lordship, Messuage, Lands, Tenements, Hereditaments and Premises, whereof the said Fine and Recovery were severally and respectively levied, suffered, and had, as aforesaid, always was, and yet is; that as well the said Fine as Recovery, and all and every Fine and Fines, Recovery and Recoveries of the said Mannor of *M. &c.* and Messuage and Lands in *B.* and all other the Premises with the Appurtenances, respectively at any Time formerly had, levied, suffered, or executed, whereunto the said *A. B.* and *E.* his Wife, or the said *A. B.* singly was and is in any wise Party, and all and every the executions of the same, should and shall be and inure; to the uses, intents and purposes; and under the provisos, conditions, and limitations hereafter, in these presents expressed, limited and declared: And that the said Recoverors, and either of them and all the Parties to the said Recovery, and their Heirs; and all other Person and Persons, and his and their Heirs, who then were and now are, or hereafter shall be seized of the said Messuage, Lands, Hereditaments and Premises contained in the said Recovery, should and shall stand and be seized thereof, and of every part and parcel thereof with the Appurtenances; to the uses, purposes, and intents hereafter expressed: And that the Cognizees of the said Fine and either of them, and all the Parties to the said Fine, and the Heirs of them, and every of them, and all and every other Person or Persons, and his and their Heirs, who at the Time of levying of the said Fine, were or now are, or hereafter shall be seized of the said Mannor, &c. Lands, Tenements, Hereditaments and Premises comprized in the said Fine, and every of them, should and shall stand and be seized thereof, and of every part and parcel thereof with the Appurtenances to the uses, intents and purposes hereafter, in these presents expressed; and to no other use, intent, or purpose whatsoever:

soever: That is to say, To the use and behoof of, &c.

Upon a This Indenture, &c. Between *A. B.* of the one
Fine, Reco- part, and *C. D.* and *E. F.* of the other part:
very and Witnesseth, That the said *A. B.* in considera-
other con- tion, &c. [set down the grounds and reasons of
veyances to the settlement,] and for other good causes and
be had. considerations him hereunto moving, doth cove-

nant and grant for him, his Heirs, Executors, and Administrators, to and with the said *C. D.* and *E. F.* and either of them, their and either of their Heirs, Executors, and Administrators and every of them by these presents, in manner and form following: That is to say, That he the said *A. B.* or his Heirs, before the Feast of &c. now next ensuing; shall and will at the cost and charges of him the said *A. B.* his Heirs, Executors and Administrators, sufficiently by Fine or Fines, Recovery or Recoveries, or other sufficient conveyances and assurances in the Law, convey and assure unto the said *C. D.* and *E. F.* and to their Heirs or the Survivors of them and his Heirs: All that his Mannor, &c.

Uses.

And it is covenanted, granted, concluded, condescended and agreed by, and between the Parties to these presents, and their Heirs: That the said Fine or Fines, Recovery or Recoveries, and other good and sufficient conveyances and assurances, to be had, made, levied, suffered and executed by the said *A. B.* or his Heirs to the persons aforesaid, or to the Survivor of them, his or their Heirs, before the said Feast of, &c. shall be, and shall be Deemed, Construed, Reputed, and taken to be, to the uses, intents and purposes hereafter mentioned, and to no other use, intent or purpose whatsoever: That is to say, To the use and behoof of &c. — Or thus, and it is covenanted, granted, concluded and agreed by, and between the said Parties to these presents; for themselves and their Heirs respectively: That the said Fines, Feoffments, Conveyances and Assur-
ances

ances, for touching or concerning the said Mannor, &c. to be made, levied, suffered, and executed as aforesaid, shall be; and the Person or Persons, to whom the said Conveyance and Estates shall be made and executed as aforesaid, and his or their Heirs, shall stand and be seized of the Premises and every part thereof: To the uses, intents and purposes hereafter mentioned, and to none other use, intent or purpose whatsoever: That is to say to the use of &c. — Or thus, And it is covenanted, &c. That he the said A. B. or his Heirs, shall and will within the space of &c. next ensuing the Date hereof, by good and sufficient conveyance and assurance in the Law, sufficiently convey and assure unto the said C. D. and E. F. and their Heirs, or to the Survivor of them and his Heirs, All that his Mannor, &c. And it is covenanted, granted, concluded and agreed by, and between the said Parties to these presents; for them and their Heirs respectively: That the said conveyance and assurances, so to be had and made as aforesaid, shall be and enure: And the said C. D. and E. F. and their Heirs immediately, from and after such conveyance and assurance so had and made, shall stand and be seized of, and in all and singular the said Mannor, Lands, Tenements and Hereditaments herein before mentioned, to be conveyed with their and every of their Appurtenances, to the uses, intents and purposes hereafter, in these presents set down, exprest, and declared, and to no other use, intent or purpose whatsoever: That is to say: To the use of, &c.

Shorter Covenant.

This Indenture, &c. Between A. B. of the one part, and C. D. and E. F. of the other part: Witnesseth: That the said A. B. for and in consideration of a Marriage, &c. and for settling in the name and blood, &c. Hath granted, aliened, enfeoffed, released, and confirmed, and doth by these presents, grant, alien, enfeoff, release and confirm unto the said C. D. and E. F. their Heirs, and Assigns for ever. All that Mannor, &c. And the

Upon a Feoffment.

the Reversion and Reversions, Remainder and Remainders thereof, and of every part thereof, and all and every the Rent or Rents thereupon reserved, due or payable, or upon any part thereof: To have and to hold the said Mannors, &c. unto the said C. D. and E. F. their Heirs and Assigns for ever, to the several uses, intents and purposes, and under the several Provisoos, Conditions and Limitations hereafter, in and by these presents, expressed, limited and declared, and to and for none other use intent or purpose whatsoever: That is to say, &c.

Upon a covenant to stand seized, &c.

This Indenture, &c. Between A. B. of the one part; and C. B. one of the Sons of the said A. B. of the other part: Witneseth, That whereas the said A. B. is lawfully seized in his Demesne as of Fee, of and in all that Messuage, &c. [setting down the particulars.] Now the said A. B. for and in consideration of the natural Love and Affection, which he the said A. B. hath and beareth unto his said Son C. B. and for the advancement and maintainance of the said C. B. and preferment to his Heirs, and for the establishing and settling of the said Messuage, Lands, and Premises, according to the true intent and meaning of the said A. B. in such manner and form as is hereafter expressed; and for divers good causes and considerations, him the said A. B. hereunto moving: Doth for him, his Heirs, Executors and Administrators, covenant and grant, to and with the said C. B. his Heirs, Executors and Administrators: That he the said A. B. and his Heirs; and all and every other Person or Persons, and his and their Heirs, which now stand and be seized of, and in the said Messuage, Lands and Premises, and of every, or any part or parcel thereof; shall from henceforth stand and be seized thereof, and of every or any part and parcel thereof, to the use and behoof of the said A. B. for and during the Term of his natural Life, and from and after his decease, to the use and behoof of the Heirs Males of the Body, of the said C. B. lawfully

lawfully to be begotten, and for want of such Issue to the use of the Heirs of the Body of the said C. B. lawfully to be begotten, and for want of such Issue to the use and behoof of the right Heirs of the said A. B. for ever.

This Indenture &c. Between A. B. of the one part; and C. D. and E. F. of the other part: Witnesseth, *Upon a bargain and*
That the said A. B. for and in consideration of *gain and*
the Sum of Five shillings of lawful Money of *sale for six*
England, to him in hand paid before, the sealing *months,*
and delivery hereof, the Receipt whereof he the *and a grant*
said A. B. &c. Hath granted, bargained, and sold; *and release*
and by these presents, doth grant, bargain and *of the Re-*
sell unto the said C. D. and E. F. their Executors *version.*
and Assigns, all that Messuage, &c. And the
Reversion and Reversions, Remainder and Re-
mainders thereof, and of every part or parcel
thereof, together with all Rents and Services re-
served, upon all or any lease or leases of the Pre-
misses, or any part or parcel thereof. To have
and to hold the said Messuage or Tenement, &c.
and all and singular other the Premises herein
before mentioned and intended; to be hereby
granted, bargained and sold, with their and every
of their Appurtenances, unto the said C. D. and E. F.
their Executors, Administrators and Assigns, from
the Day of the Date hereof, for and during and unto
the full end and term of six Months from thence
next ensuing, and fully to be compleat and en-
ded: To the end that by vertue of these presents,
and of the Statute for transferring uses into pos-
session the said C. D. and E. F. may be in the
actual possession of the Premises, and be inabled
to take and accept of a grant, and release of the
same, to them the said C. D. and E. F. their
Heirs and Assigns for ever. Or thus,
To the end that the said C. D. and E. F. may
by vertue hereof, and of the Statute for trans-
ferring uses into possession, be in the actual
possession of the said Messuage, Lands and
Premises, and be inabled to take and accept
of a grant, and release of the Reversion and in-
heritance

heritance thereof, to them and their Heirs: In
Witness, &c.

*The release
and grant
of the Re-
version.* This Indenture made, &c. Between *A. B.* of
of the one part, and *C. D.* and *E. F.* of the other
part: Whereas the said *A. B.* by Indenture bear-
ing Date the &c. Day of this instant *January*,
[it must bear Date a Day or two after the Lease,]
for the consideration therein mentioned, did grant,
bargain, and sell, unto the said *C. D.* and *E. F.*
All that Messuage, &c. And the Reversion and
Reversions, Remainder and Remainders of the
same, and of every part or parcel thereof, and all
Rents and Services reserved upon any Lease or
Leases made of the Premises, and every part or
parcel thereof: To have and to hold the said
Messuage or Tenements, Lands and Premises,
and every part or parcel thereof with the Appur-
tenances unto the said *C. D.* and *E. F.* their Exe-
cutors, Administrators and Assigns, from the Date
of the said recited Indenture, for and during the
Term of six Months from thence next ensuing and
fully to be compleat and ended: By Vertue where-
of, and of the Statute for transferring uses into
Possession, the said *C. D.* and *E. F.* were, and yet
are in the actual Possession of the Premises; as
by the said recited Indenture, Relation being
thereunto had more fully and at large it doth
and may appear: Now Witnesseth this present
Indenture, That the said *A. B.* for and in con-
sideration &c. and for divers good causes and
considerations him hereunto moving: Hath gran-
ted, released, and confirmed, and doth by these
presents, grant, release, and confirm unto the
said *C. D.* and *E. F.* their Heirs and Assigns; all
that the aforesaid Messuage or Tenement, Lands,
Hereditaments and Premises, with the Appurte-
nances and every part and parcel thereof, and all
the Estate, Right, Title, Interest, claim, and de-
mand whatsoever, of him the said *A. B.* of, in,
and to the Premises, and every part and parcel
parcel thereof: And the Reversion and Rever-
sions, Remainder and Remainders thereof, and of
every

every part and parcel thereof: And all Rent and Rents, and other services reserved or payable, upon any demise or demises, Lease or Leases, of the Premises, or any part or parcel thereof: To have and to hold the said Messuage, or Tenement, Lands and Hereditaments, and Premises, and every part thereof with the Appurtenances, mentioned or intended, to be hereby granted, released and confirmed, unto the said C. D. and E. F. their Heirs and Assigns for ever: To the several uses, intents and purposes hereafter, in these presents mentioned and declared, and to no other use, intent or purpose whatsoever: That is to say, To the use and behoof of the said A. B. and his Assigns, for and during the Term of his natural life, without impeachment of, or for any manner of wast, and with liberty and power to commit any wast: And from and after the decease of the said A. B. to the use and behoof of, &c.

This Indenture, &c. Between A. B. of the one part, and C. D. and E. F. of the other part: Whereas the said A. B. did by his Indenture of Feoffment bearing Date the &c. made between the said A. B. of the one part, and the said C. D. and E. F. of the other part; give, grant, alien, enfeoff and confirm unto the said C. D. and E. F. and their Heirs; All that Messuage, or Tenement, and Lands, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof: And all the Estate, Right, Title, Interest, Possession, Property, Claim and Demand whatsoever; of him the said A. B. of, in and to the same, and of, in and to every part and parcel thereof. To have and to hold the Messuage, or Tenement, Lands, Hereditaments; and all and every other the Premises, with their and every of their Appurtenances, unto the said C. D. and E. F. their Heirs and Assigns for ever: Now witnesseth this present Indenture, And it is hereby declared, that the true intent and meaning of the said A. B. and

of all the Parties to the said recited Indenture or Deed of Feoffment, and to these presents was and yet is, that the said Deed of Feoffment, and the full force, effect, and execution thereof, should and shall be and inure of, for, touching and concerning all and every the said Messuage, Lands, Tenements and Hereditaments with their and every of their Appurtenances; to the uses, intents and purposes, and under the Provisoes, Conditions and Limitations hereafter mentioned and expressed. And the said Feoffees, their Heirs and Assigns, should and shall stand and be seized thereof, and of every part and parcel thereof with the Appurtenances; to the same uses, intents and purposes; and to no other use, intent, or purpose whatsoever: That is to say, To the use of, &c.

An Annuity for a Charitable use.

To the use of the said *A. B.* for and during the Term of his natural life, And from and after the Decease of the said *A. B.* to the use and behoof of the said *C. B.* his Heirs and Assigns for ever. Provided always, that he the said *C. B.* his Heirs and Assigns, shall and do yearly and every year, from and after the decease of the said *A. B.* for and towards the relief, maintenance, and sustentance of the poor aged and impotent People, within the Parishes of *B.* and *R.* in the County of *M.* content and pay, or cause to be contented and paid unto the Vicar of the Parish of *B.* for the time being, and unto his Successors for ever, at or in the Church Porch of the Parish of *B.* aforesaid, the Sum of Ten Pound *per annum*, of lawful Money of *England*: And also unto the Vicar of the Parish Church of *R.* aforesaid, and his Successors for ever, at or in the Porch of the said Parish Church of *R.* the like Sum of Ten Pound *per Annum*, of like Moneys. The said several Sums or yearly payments, to be made on the Feast Days of the Annunciation of Saint *Mary* the blessed Virgin, and of Saint *Michael* the Archangel, by even and equal Portions: And the first payment of the said several Sums, to begin and

Ten pound per Ann. to the Poor; payable to the Vicars of the Parishes.

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be made, at and upon such of the said Feasts, which shall first and next happen, from and after the Decease of the said *A. B.* To the end, intent and purpose, that the severall and respective Vicars, together with the severall and respective Churchwardens, for the time being, of the said severall Parishes of *B.* and *R.* and their respective Successors, or any two of them for ever, within their severall Parishes, shall yearly, at and upon the Feasts of, &c. Distribute, or cause to be Distributed the said severall Sums unto the Poor and Impotent people, inhabiting within the said severall Parishes. And if the said *A. B.* his Heirs and Assigns, do not content and pay, or cause to be contented and paid, the said severall Sums of, &c. according to the true intent and meaning of this Proviso, Then he the said *C. B.* his Heirs and Assigns, shall forfeit unto the Vicars of every the said Parishes of *B.* and *R.* and their Successors for the time being, severally and respectively, where any such default shall happen to be, the Sum of Ten shillings, *Nomine pane, Nomine* for every such default, and so often as the same shall happen, and shall not incur any other Penalty or forfeiture by implied Condition or Limitation, or any other thing in these presents contained.

And it is Covenanted, Concluded, and fully Agreed by, and between the Parties to these presents, and every of them, and for their and every of their Heirs and Assigns: And the true intent and meaning of all and every Feoffment, and other Conveyances and Assurances of the before-mentioned Premises made, shall be deemed, esteemed and taken to be, that the said *C. D.* the Feoffees, *E. F.* &c. and the Survivors and Survivor of them, their Heirs and Assigns, shall upon default of Payment, made by the said *C. B.* his Heirs and Assigns, of the said severall Sums of, &c. contrary to the true intent, purport and meaning of this Proviso, stand and be seized of the before-mentioned Premises, unto the use

*Alteration
of the use
upon Non-
payment.*

and behoof of the said Vicars of every of the said Parishes, and their Successors severally and respectively, where any such default shall happen to be, for, during, and until they the said Vicars, and their Successors of every of the said Parishes of B. and R. for the time being, for the several defaults unto every of them made, shall have severally had, levied and received, as well the said several Sums of, &c. before by these presents appointed to them to be paid, with all and every the Arrearages thereof, as also the said several penalties of, &c. *Nomine paræ*, for every default of the said C. B. his Heirs and Assigns made.

*Another for
a Rent du-
ring life,
with clause
of Entry,
and to hold
the Land
for life, in
case it be
arrear.*

This Indenture, &c. Between A. B. of the first part, C. D. and and E. F. of the second part, and G. H. of the third part. First let there be a Covenant from A. B. to levy a Fine *sur Cogni- zance de droit come ceo*, &c. of all that Mannor of, &c. to C. D. and E. F. Then add: Now witnesseth this present Indenture, and it is declared and agreed by and between all the said Parties to these presents, that the said Fine so to be had and levied, or in what manner or form soever the same shall be had and levied, shall be and inure, and the said C. D. and E. F. and their Heirs and Assigns, shall by force thereof stand and be seized of the said Lordship, and all other the Premisses to the uses, intents and purposes hereafter mentioned: That is to say, To the end, intent and purpose that the said G. H. and his Assigns, shall and may yearly, during his natural life, lawfully and peaceably have, perceive and take out of the said Lordship and Mannor, and all other the Premisses, One Annual Rent of One hundred pounds of lawful Money of *England*, at Two Days or Feasts in the year: that is to say, At the Feast of the Annunciation of Saint Mary the blessed Virgin, and of Saint Michael the Archangel, by even and equal Portions, the same to be yearly payed unto him at the said Feasts, by the said A. B. his Heirs and Assigns, during the natural

natural life of the said G. H. at or in the *Middle-Temple-Hall, London.* And further, to the end, intent and purpose, That if it shall happen the said yearly Rent, or any part thereof, to be behind or unpaid at the place of payment aforesaid, by the space of Twenty Days next after either of the said Days of payment, That then it shall and may be lawful to and for the said G. H. and his Assigns, into the Premises to enter, and the same to have, hold and enjoy, for and during the Term of his natural life. And to and for that purpose it is agreed by and between all and every the Parties to these presents, for them, their Heirs and Assigns, that after such default of payment, and Entry made, the said Fine shall be, and shall be deemed and taken to be, to the use of the said G. H. and his Assigns, for and during the term of his natural life: And further, it is also agreed by and between the said Parties to these presents, for them, their Heirs and Assigns, that the said Fine as to the said Lordship and Mannor, and all other the Premises before-mentioned, to be thereby conveyed and assured to the said C. D. and E. F. their Heirs and Assigns, shall be and inure to the use of the said A. B. his Heirs and Assigns for ever, under, upon and subject unto the said Rent, Condition, re-entry, limitation, intent and purpose, herein before mentioned and expressed, and according to the intent and true meaning of these presents.

The Fine to inure accordingly.

The use of the Fine to A. B. and his Heirs subject to the Rent, &c.

Let an Indenture be made between A. B. of the first part, C. D. and E. F. of the second part, and C. B. younger Son of the said A. B. and M. his Wife of the third part: whereby A. B. is to Covenant by Fine, or other Assurance, to convey the Mannor of, &c. and several Messuages and Lands, to C. D. and E. F. Then add: Now further witnesseth this present Indenture, And it is hereby Covenanted, Declared and Agreed, by and between the said Parties to these presents; That of, for and concerning all that Messuage or Tenement, and four Clofes, &c. (being parcel

Another for a Rent for Two lives, with clause of Distress; and also to change the use upon Non-payment.

of the Hereditaments and Premises, so to be conveyed as aforesaid) and being of the clear yearly value of Forty pound *per Annum*, over and above all Charges and Reprises; the said Conveyance and Conveyances (so to be had and executed, as aforesaid) shall be, and shall be deemed and taken to be, and inure, and the said C. D. and E. F. and the Survivor of them, and his Heirs, shall stand and be seized thereof, and of every part and parcel thereof, to the use, intent, end and purpose, That the said C. B. and M. his Wife, and their Assigns, and the Survivor of them, his or her Assigns, shall and may yearly, from and after the making hereof, for and during the natural life and lives of them, and of the Survivor of them, perceive, receive, take and enjoy one yearly Rent or Sum of Thirty pounds *per Annum*, of lawful Money of England, to be to be issuing, going and payable out of the said last mentioned Messuage or Tenement, and Closes, at two several Feast Days in the year: that is to say, The Feast of the Annunciation of Saint Mary the blessed Virgin, and the Feast of Saint Michael the Archangel, by even and equal portions, The said Rent to be paid as aforesaid, by the said A. B. his Heirs and Assigns

Clause of
Distress.

And, that in default of Payment thereof, or of any part thereof, at any of the Feasts, or Days of payment aforesaid, contrary to the tenor and true meaning of these presents, That then and so often it shall and may be lawful to and for the C. B. and M. his Wife, and the Survivor of of them, and their and either of their Assigns, into the said Messuage or Tenement and Closes to enter, and distrain for the said yearly Rent of Thirty pound *per Annum*, or any part thereof, and for the arrearages thereof (if any shall be) and the Distress and Distresses there taken and had, to lead, drive, take and carry away, impound, detain and keep, until they and every of them, of the said Yearly Rent or Sum of Thirty pound

pound, and of the arrearages thereof (if any such shall be) be fully satisfied and paid.

And if it shall happen the said yearly Rent, or Sum of Thirty pounds, or any part thereof, to be behind or unpaid, by the space of twenty days next ensuing after any of the Feast days afore-
said, the said Conveyance and Conveyances so Covenanted and intended to be had and executed as afore-
said, of all and every the Hereditaments and Premises afore-
said, and the execution thereof, shall be and enure, and shall be adjudged, deemed and taken to be and enure, as to the said Messuage and four Clofes only: and the said C. D. and E. F. and the Survivor of them, and his Heirs, shall stand and be seized of and in the said Messuage and four Clofes, and of and in every part and parcel thereof, with the Appurtenances, to the use and behoof of the said C. D. and M. his Wife, and of their Assigns for and during the term of their natural lives, and of the longer liver of them. And also to such further use and purpose that the said C. D. and E. F. their and either of their Heirs, shall likewise stand and be seized of the said Messuage and four Clofes, charged and chargeable nevertheless with the said Rent of Thirty pounds *per Annum*, and Distress and Limitation for and in respect of the same made as afore-
said, and of and in all and every the rest and residue of the said Mannors, Messuages, Lands, Tenements and Hereditaments, and every part thereof, with the Appurtenances, whereof no Use is formely limited or appointed, to the use and behoof of the said A. B. his Heirs and Assigns for ever.

To change the Use, to the persons that should have the Rent upon Non-pay-ment.

The Use of the Land.

— To the Uses following, that is to say, to the Use, intent and purpose, That the said C. B. [who is the Son of the Feoffor or Cognizor] and his Assigns, shall and may have. perceive and take from time to time during his life, one yearly Rent, of Fifty pounds of lawful Money of England, to be issuing and going out of all and singular the said Messuage, Lands and Premises, and

Another.

Distress.

*The Use
as to the
Lands, viz.
to Feoffor,
until de-
fault of
payment:
and after
to the use
of him that
should have
had the
Rent.*

and to be paid at four several Feasts, or days in the year, that is to say, The Feast of St. Michael the Archangel, the Nativity of our Lord and Saviour Jesus Christ, the Annunciation of St. Mary the Blessed Virgin, and the Feast of St. John the Baptist, by even and equal portions, The first payment to begin at, &c. And if it shall happen the said yearly Rent to be behind or unpaid, in part or in all, after either or any of the said Feasts, or days of payment, whereon the same ought to be paid as aforesaid, That then and so often it shall and may be lawful to and for the said C. &c. to enter and distrain, &c. And as touching and concerning the said Messuage, Lands and Charges, with the said Rent as aforesaid (saving and reserving the said yearly Rent of Fifty pounds unto the said C. B. and his Assigns, according to the Estate to him thereof and therein before limited, and saving and preserving liberty for him the said C. B. to enter and distrain on the Premises, or any part thereof, for Non-payment of the said Rent as aforesaid) to the use and behoof of the said A. B. his Heirs and Assigns, until default of payment of the said yearly Rent, or any part thereof, by the space of one Month next following after either or any of the said Feasts, or days of payment: And from and after such default of payment to be made as aforesaid, to the use of the said C. B. and his Assigns, for and during the term of his natural life: And from and after his Decease, then to the use of the said A. B. his Heirs and Assigns for ever.

Another

Form, First, This Indenture Tripartite, &c. Between A. B. of the first part, C. D. E. F. and G. H. of the second part, By limiting and C. B. Son and Heir apparent of the said A. B. the Lands and M. the now Wife of the said C. B. of the to Uses, third part: Whereby A. B. is to Covenant, to chargeable levy a Fine, or make a Feoffment, &c. to C. D. with the E. F. and G. H. Then add, And it is hereby declared and agreed by and between all the said after the parties to these presents, That the said Fine, &c. Rent is self. so to be levied as aforesaid, shall be and enure, &c.
[and

[and then set down the Uses of part of the Mannors, Messuages and Lands, contained in the Fine or other Conveyance] Then proceed thus, And of, for and concerning all and singular the rest and residue of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premises, whereof the said Fine or Fines before by these presents, is Covenanted to be levied by the said *A. B.* as aforesaid (other than such only, whereof the several Estates and Uses are severally expressed, limited and declared, before by these presents) To the use and behoof of him the said *A. B.* and his Assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, nevertheless to be charged and chargeable, with such yearly Rents or Sums of Money, and Distresses for the same, as shall be hereafter in these presents limited and expressed, according to the true intent and meaning of these presents; and after the Decease of the said *A. B.* then to the use and behoof of the said *C. B.* and *M.* his Wife, and the Heirs of their bodies, lawfully begotten and to be begotten, charged and chargeable as aforesaid: And for default of such Issue, then to the use and behoof of *D. B.* second Son of the said *A. B.* and of the Heirs males of the body of the said *D. B.* lawfully to be begotten, to be charged nevertheless and chargeable with the yearly Rents, Payments and Distresses, hereafter mentioned; and for default of such Issue, to the use and behoof of the right Heirs of the said *A. B.* for ever, to be charged likewise and chargeable, as aforesaid.

Provided nevertheless, and it is the true intent and meaning of all and every the said Parties, and of these presents, That the said Fine and Fines be levied of the said Mannors, &c. shall be enure; and the said *C. D. E. F.* and *G. H.* and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, shall stand and be seized of and in the said Mannors or Lordships

And the parties upon default may distrain.

of, &c. being of the clear yearly value of Three hundred pounds, as well to and for the assurance of such Rents and Payments, as hereafter in these presents are expressed, as also to and for the use, intent and purpose, That the several person or persons, to whom the said Rents and yearly Payments are hereafter limited and appointed, or that shall or may hereafter be intitled to have and receive such Rent or Rents, by force of any the Limitations and appointments herein after contained, or any Power or Authority hereafter given and expressed, may upon default of payment of the said Rent or Rents, or yearly Payments, enter and Distrain on the said Mannors, &c. as hereafter is set down and expressed: and according to the true intent and meaning of these presents, that is to say, to the end, intent and purpose, That if the said *A. B.* during the term of his natural life, or his Assigns, shall not or do not yearly well and truly content, satisfie and pay unto the said *C. B.* and *M.* his Wife, and the Survivor of them, during the natural life of the said *A. B.* the yearly Rent or Sum of Fifty pounds of good and lawful Money of *England*, at two Feasts or Days in the Year, that is to say, at the Feast of the Annunciation of *St. Mary* the Blessed Virgin, and *St. Michael* the Archangel, by even and equal Portions, That then and so often as the said yearly Rent or Payment of Fifty pounds, or any part or parcel thereof, shall so happen to be behind and unpaid, it shall and may be lawful to and for the said *C. B.* and *M.* his Wife, or either of them, their or either of their Assign or Assigns, Deputy or Deputies, at all times during the life of the said *A. B.* into all and singular the said Mannors, &c. with the Appurtenances, and into every or any part or parcel thereof, to enter and distrain, as well for the said yearly Rent or Payment of Fifty pounds, or any part thereof, so to be behind or unpaid, as aforesaid: As also for the Arrearages of the same, and of every or any part thereof, if any shall happen to be behind

or unpaid as aforesaid, and the Distress and Distresses so there to be taken, to lead, drive, take; carry away, impound, and with them, or either or any of them, to detain and keep until such time as the said yearly Rent or payment of Fifty pounds, and every part and parcel thereof, so to be behind or unpaid as aforesaid, and the Arrearages thereof (if any shall happen to be behind or unpaid) be unto them, or some or one of them, fully contented, satisfied and paid.

Provided also, and it is also Covenanted, *Proviso, to*
 ted, Concluded and Agreed, by and between all *give Tenant*
 the said Parties to these presents, That it shall *for life*
 and may be lawful to and for the said *A. B. at power to*
 any time or times, during his natural life, by *grant*
 any Deed or Deeds in Writing, under his Hand *Rents.*
 and Seal duly executed. or otherwise, by his last
 Will and Testament in Writing to Grant, Assure,
 Limit, Devise or Appoint to every or any the
 younger Sons of the said *A. B.* of his body law-
 fully begotten or to be begotten, for term of life
 only of every such younger Son or Sons, such
 yearly Rent charge, or Rent charges to be issuing
 out of the said Mannors, &c. with a clause of Dis-
 tress in or upon the said Mannors, or any part
 thereof, for every such Rent or Rents, as unto
 the said *A. B.* shall be thought meet: So that the
 said Rent or Rents to be Granted, Assured, or De-
 vised, in the whole exceed not the yearly Sum, or
 yearly Payment of One hundred pound: And that *Cognizees*
 in every such case the said *C. D. E. F. and G. H. to stand sei-*
 their Heirs and Assigns, shall stand and be seized *zed to as-*
 of the Premises, to the further use, purpose and *sure Grants*
 intent, that such younger Son or Sons, to whom *made of*
 such Rent or Rents shall be Granted or Devised *Rents.*
 as aforesaid, shall and may have, perceive and
 enjoy the said yearly Rent or Rents, according
 to the purport and effect of such Grant and
 Grants, Devise or Devises, and shall and may
 Distrain for the said yearly Rent and Rents, and
 for the Arrearages thereof, so often as the same
 shall happen to be behind or unpaid, in and upon
 the

the said Mannors, &c. out of which the same shall be limited and appointed, and which shall be made chargeable therewith, by such Deed or Deeds, or last Will as aforesaid.

Power to make Leases for raising of Portions for Daughters. Provided always, and it is Granted, Covenanted, Concluded, Condescended and Agreed, by and between all the said Parties to these presents, and it is the true intent and meaning of these presents, and of all the said Parties thereunto, that it shall and may be lawful to and for the said *A. B.* being the Feoffor, to whom an Estate for life is limited, with Remainders over, &c. during the Term of his natural life, by Deed or Deeds Indented, to be by him sealed and duly executed in the presence of two or more credible Witnesses, to make any Lease or Leases, Demise or Demises of all or any part of the said Mannors, Lands, Tenements and Premises, with the Appurtenances, for the term of One and twenty years or under, with reservation of Rent, or without reservation of Rent, at his Will and Pleasure, unto any Person or Persons whatsoever,

The trust to raise portions.

upon trust for the raising of the several Portions herein after mentioned, for such Daughter and Daughters as the said *A. B.* shall happen to have, and not otherwise provided for: that is to say, If one Daughter only, then for the raising of Fifteen hundred pounds for that Daughter, and if more than one Daughter, then for the raising of Seven hundred pound a piece, for each and every one of the said Daughters, and that all and every such Lease and Leases, Demise and Demises, so to be made as aforesaid, shall be good and effectual in the Law to all intents and purposes, and that the said Fine or Fines so as aforesaid, or in any other sort to be levied, shall be and inure, and the Cognizee and Cognizees therein named, his and their Heirs shall stand and be seized of, and in such part and so much of the said Mannors, Messuages, Lands and Premises, as shall be so demised or leased as aforesaid, and of every part and parcel thereof, to the use

use of such Person and Persons, his and their Executors, Administrators and Assigns, to whom such Demises, Leases or Grants shall be so made as aforesaid, for and during such Leases, Estates and Terms, as shall be Demised or Granted, as aforesaid: And after the end and determination of the Estate and Estates, in such Demise or Demises, Lease or Leases to be contained, and as the same shall severally end and determine, to the use of such Person and Persons to whom the same ought to remain and come, by the true intent and meaning of these presents.

After a Limitation to *A.* [the Cognizor] for life, and with Remainder in Tail to his Sons [to part of the Mannors, &c. in the Fine contained] and as to the other part, after a Limitation to *E. B. Wife of A. B.* for life, if she Survive her Husband for her Jointure: Then add: And as for and concerning all and singular the Premises before limited, to and for the Jointure and Livelyhood of the said *E. B.* with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof, from and after the Decease of the said *A. B.* and *E. B.* his Wife, to the use and behoof of the said *C. D. E. F.* and *G. H.* their Executors, Administrators and Assigns, for and during the term of One and twenty years, from thence next ensuing, and fully to be compleat and ended, upon Trust and Confidence, and to the uses, intents and purposes hereafter mentioned, limited and declared in and by these presents, viz. That in case the said *A. B.* shall at the time of his Decease have living one, two or more Daughters of his Body. on the Body of the said *E. B.* lawfully begotten, or to be begotten, that shall not be then preferred in Marriage, or if the said *A. B.* shall at the time of his Decease, leave the said *E. B.* with Child, with one or more Daughter or Daughters, who shall after be born alive, that then the said *C. D. E. F.* and *G. H.* and the Survivors and Survivor

A Limitation of part to the Cognizees, to pay Portions.

The Portions to be paid.

vivor of them, his and their Executors, Administrators and Assigns, out of the Rents, Issues and profits of the said Messuages, Lands, Tenements and Hereditaments, with the Appurtenances so to them limited and appointed for Years, as aforesaid, shall raise and levy; so soon as conveniently may be, for the Portion of such Daughter; if there be but one, the Sum of One thousand Pounds of lawful Money of *England*, to be paid to such only Daughter at her Age of Eighteen years; or day of Marriage which shall first happen, or so soon after as the said Sum of One thousand pounds can be raised as aforesaid: And if there shall be two Daughters, The Sum of Five hundred pounds apiece, or if there be three or more Daughters, the Sum of Three hundred pounds apiece, to be paid to them respectively and severally, at their several and respective Ages of Eighteen years, or days of Marriage, which shall first happen, or so soon after, as the same can conveniently be raised, as aforesaid.

If Daughters die before Portions paid, how to dispose the Money.

And upon this further trust and confidence: And to the intent and purpose, that if it shall happen the said *A. B.* to Die, having one only Daughter of his Body, on the Body of the said *E.* begotten, then living, or afterwards to be born, as aforesaid, and that the said only Daughter, shall happen to Depart this life before, that she shall accomplish the Age of Eighteen years, or be Married, or if there happen to be Two or more Daughters of the Body of the said *A. B.* on the Body of the said *E.* begotten, then living: Then, if both or all of the said Daughters shall happen to Die or Depart this life, before either or any of them accomplish their several Ages of Eighteen years, or be Married as aforesaid, That then the several Sum and Sums of Money, intended for the Portions and Advancements of such Daughter or Daughters, as aforesaid, or so much thereof as shall be raised or levied out of the Rents, Issues and profits of all or any the Premises (all Charges and Expences defrayed,

defrayed, wherein a full and liberal allowance shall be made and given) shall be satisfied and paid to such Person or Persons, as the said *A. B.* by any Writing under his Hand and Seal, subscribed by two or more credible Witnesses, or by his last Will and Testament. to be subscribed as aforesaid, shall limit or appoint: And in default of any such Limitation or Appointment to the Executors or Administrators of the said *A. B.*

And, upon further trust and confidence, and *Moneys to* to the end, intent and purpose, that the said *be paid* *C. D. E. F.* and *G. H.* and the Survivors and Survivor of them, his and their Executors and Assigns, shall out of the Rents, Issues and Profits *yearly for* of the said Messuages, Lands, Tenements, Hereditaments and Premises, so to them limited for *mainte-* raising of Portions as aforesaid, with their and every of their Appurtenances, levy and pay, or cause to be levied and paid, to and for the maintenance of such Daughter or Daughters, as aforesaid, if there be but one Daughter only, the Sum of Thirty pounds *per Annum*, and if there be Two or more Daughters, the Sum of Twenty pounds *per Annum* apiece, until such Daughter or Daughters respectively shall attain to her or their Age of Eighteen years, or shall be Married, and her or their Portions paid, as aforesaid. *nance of the Daughters.*

Provided always, and it is the true intent and meaning of all and every the Parties to these presents, That if the said *A. B.* shall happen to *if the Fe-* Depart this life, without any Issue Female of his *offor, &c.* body, upon the body of the said *E.* begotten, or *die with-* without leaving the said *E.* with Child of one or *out Daugh-* more Daughter or Daughters, that shall be after *ters, the E-* born alive, That then the Estate and Estates, so *state limi-* limited as aforesaid to the said *C. D. E. F.* and *G. H.* for years as aforesaid, shall cease, determine, and be utterly void. *ted to be void.*

After Portions paid, the Estate limited to be void. Provided also, that from and immediately after such time as the said C. D. E. F. and G. H. and the Executors or Administrators of the Survivor of them, shall or might have levied and raised the said several Portions and present maintenance, for such Daughter or Daughters as aforesaid, That then the said Estate for years, limited in trust as aforesaid to them the said C. D. E. F. and G. H. shall cease, determine, and be utterly void. And the said Messuages, Lands, Tenements and Premises, so to them limited in trust as aforesaid, shall immediately go and be to such Person and Persons, to whom the Reversion or Remainder of the said Messuages, Lands and Premises, shall belong and appertain.

An Estate limited to first part, C. D. E. F. and G. H. on the second Daughters, part, and C. B. (Son and Heir apparent of the to cease up- said A. B.) and D. B. Wife of the said C. B. on on payment of their Portions by the Heir Male. The Uses. This Indenture, &c. Between A. B. of the limited to first part, C. D. E. F. and G. H. on the second Daughters, part, and C. B. (Son and Heir apparent of the to cease up- said A. B.) and D. B. Wife of the said C. B. on on payment of their Portions by the Heir Male. The Uses. ted to be acknowledged, or other Conveyance (whereby a use may be raised) Covenanted to be made to C. D. E. F. and G. H. To the use of the said C. B. for and during the Term of his natural life, and from and after his Decease, to the use of E. B. his Wife, for and during the Term of her natural life, for her Jointure, &c. And from and after the Decease of the said C. B. and E. his Wife, to the use and behoof of the Heirs Male of the body of the said C. B. on the body of the said E. lawfully begotten, and to be begotten; and in default of such Issue, to the use and behoof of the Heirs Female of the body of the said C. B. on the body of the said E. lawfully begotten, and to be begotten; and for want of such Issue, to the use and behoof of the right Heirs of the said A. B. for ever.

Provided always, That in case the said C. B. *The Pro* shall happen to depart this life without Issue Male *wife* of his body, lawfully begotten on the body of the said E. B. If then the said A. B. or any Heir Male of his body, shall pay or cause to be paid unto the Daughter or Daughters of the said C. B. on the body of the said E. begotten, these several Sums following, that is to say, unto such Daughter of the said C. B. in case he shall have but one, the full Sum of One thousand two hundred pounds of good and lawful Money of *England*; and in case he shall have more Daughters than one by the said E. then living, the Sum of Two thousand pounds of like lawful Money, among and between them equally to be divided, the said Payment and Payments to be made at their respective Ages of Eighteen years, or Marriage, which of them shall first happen, at or in, &c. Or if the said A. B. or any Heir Male of his body, shall at any time or times, by such Security as the said C. D. E. F. and G. H. or the Survivors or Survivor of them, shall direct in Writing, under their Hands, or the Hand or Hands of the Survivors or Survivor of them, sufficiently secure the Payment of the said Sums in manner aforesaid, That then and from thence-*The Cessat* forth the Estate, Use and Limitation of the Pre-*of the Use to* misses, to the Heirs Female of the said C. B. on *the Daugh-* the body of the said E. begotten, and to be be-*ters.* gotten, shall cease and determine; and the said Fine and Fines shall be and enure, and the said Cognizees and their Heirs shall stand and be seized of all and singular the Premises, from and after the Decease of the said C. B. and E. B. and Payment made or Security given as aforesaid, to the use and behoof of the Heirs Male of the body of the said A. B. and for want of such Issue, to the use and behoof of the right Heirs of the said A. B. for ever.

Another to stand seized to the use of the Daughters until Portions paid. Provided alway, and it is Covenanted, Granted, Concluded and Agreed, by, and between the said Parties. to these presents, That if the said *A. B.* shall happen to die, or depart this life, without Issue Male of his Body, lawfully begotten on the Body of the said *E. B.* having Issue by the said *E. B.* one or more Daughter or Daughters unmarried, at the time of his Decease, That then, and from thenceforth the said *C. D. E. F.* and *G. H.* and the Survivors and Survivor of them, and the Heirs of the Survivor of them, immediately from and after the Death of the said *A. B.* without Issue Male, as aforesaid, shall stand and be seized of all and singular the Premises (whereof no use is before limited to the said *E. B.*) to the use and behoof of such Daughter or Daughters, until the said Daughter and Daughters shall and may have and receive out of the Rents, Issues and Profits thereof, the several Sums hereafter mentioned, or shall have received good and sufficient Security of and from such Person or Persons, to whom the Reversion or Remainder of the Premises, from and after the Death of the said *A. B.* without Heir Male of his Body, as aforesaid, shall appertain by the true intent and meaning of these Presents, for the payment of the said Sum or Sums, as is hereafter mentioned: That is to say, The Sum of Fifteen hundred pounds of lawful Money of *England*, to such Daughter of the said *A. B.* if there shall be but one, within six Months after she shall have accomplished the Age of One and twenty years, or be Married, which of them shall first happen. and if there be more than one Daughter, Then the Sum of Three thousand pounds of good and lawful Money of *England*, to be paid between all such Daughters of the said *A. B.* equally part and part like, for her and their Marriage Portions, at their several and respective Ages of One and twenty years, or Marriages, which shall first happen respectively: And after Satisfaction or Security

Money, or Security.

of

of the said Sum and Sums of Money, given in form aforesaid, then to the use and behoof of the said Person and Persons in Reversion and Remainder, to whom the said Premises should have come unto, by the intent and true meaning of these Presents, if the said *A. B.* had Died without Issue Male of his Body by the said *E. B.* &c.

To the use and behoof of the said *A. B.* for and during the term of his natural life, without impeachment of or for any manner of Waste, and from and after the Decease of the said *A. B.* then to the use and behoof of the said *C. D. E. F.* and *G. H.* being the Feoffees or Cognizees, their Executors, Administrators and Assigns, for and during the Term of Sixteen years, to commence immediately from and after the Decease of the said *A. B.* upon the trust and confidence hereafter mentioned: And from and after the Death of the said *A. B.* and determination of the said Term and Interest, to the use and behoof of *C. B.* eldest Son, and Heir Apparent of the said *A. B.* and of the Heirs of the Body of the said *C. B.* lawfully begotten, or to be begotten, and for default of such Issue, to the use and behoof of the right Heirs of the said *A. B.* for ever.

Another form for Portions for younger Sons and Daughters.

And it is further by these presents Covenanted, Concluded, and Declared, by and between all the said Parties to these Presents: And the true intent and meaning of these presents, and of the said Parties hereunto is, That all and every the younger Sons, and all and every the Daughters of the said *A. B.* which he shall have at the time of his Decease, and shall leave unadvanced and unprefer'd by the said *A. B.* shall have and receive every of them Two hundred pounds apiece, of lawful Money of England, so that it exceed not Eight hundred pounds in the whole, and if the same exceed the said Sum of Eight hundred pounds in the whole, then every of the said Sons and Daughters to have

The Provision for Sons and Daughters.

200 l. a-piece to Sons and Daughters unprefer'd: or 800 l. amongst all

proportionable part of the said Sum of Eight hundred pounds, which is to be paid, and share and share like, to be equally divided between them: And that the said several Sums of Two hundred pounds apiece, or Sum of Eight hundred pounds (which of them shall become payable by the intent and true meaning of these presents) shall be all paid to the said Sons and Daughters respectively, within four years next after the Decease of the said *A. B.* by such Person or Persons, which for the time being shall have the next and immediate inheritance of the Premises, depending and expectant upon the determination of the said Term of Sixteen years limited to the said *C. D. E. F.* and *G. H.* and that until default shall be made of any the said payments, which by the intent and true meaning of these presents, are or ought to be made as aforesaid, to all and every the said Children, they the said *C. D. E. F.* and *G. H.* their Executors, Administrators and Assigns (according to the trust aforesaid, in them and every of them reposed) shall permit and suffer the said Person and Persons, which for the time being shall have the next and immediate Inheritance of the Premises from and after the determination of the said Term of Sixteen years, as aforesaid, quietly and peaceably from and after the Decease of the said *A. B.* to have and keep the possession of all and every the before-mentioned Premises, and to receive and take the Rents, Issues and Profits thereof: And that in default of Payment of the said Sum or Sums, or any part thereof, it is meant and intended by all and every the Parties to these presents, that the *C. D. E. F.* and *G. H.* and the Survivors and Survivor of them, his and their Executors, Administrators and Assigns, shall enter and take the possession of the Premises, and of every part and parcel thereof, according to the Limitation herein before expressed, And the Rents, Issues and Profits thereof, shall employ and convert wholly, for and towards the Payment of the

To suffer the Persons next in Remainder to enjoy until failure of payment.

In default of payment the Trustees to enter, and hold until payment.

the said several Sums of Two hundred pounds apiece, to the said younger Sons and Daughters, or Sum of Eight hundred pounds to be equally divided between them (which of them shall become payable, according to the true intent and meaning of these presents) together with Interest of all and every the said Sum and Sums, after the Rate of Six pounds *per Centum*, for every year that the same shall be unpaid (to be accounted from the end of the four years before-mentioned, for payment thereof) for the forbearance of the said Sum and Sums, or such part thereof as shall be unpaid, as aforesaid: And it is likewise meant, intended and agreed, that after the said Sum and Sums of Money, with Interest for the forbearance thereof, shall be truly ye^{ld} up paid to the said younger Sons and Daughters, they the said C. D. E. F. and G. H. their Executors, Administrators and Assigns, shall yield and deliver up the Premisses, and all their Estate and Interest therein, to such Person and Persons to whom the same, next and immediately after the expiration of the said Term, by the true intent and meaning of these Presents shall appertain, pursuant to the Trust in them and every of them, herein and hereby reposed.

Provided always, and it is Concluded and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said A. B. at any time during the term of his natural life, by his Deed in Writing under his Hand and Seal duly executed, to give, grant, limit and appoint unto such Person or Persons, as shall to him seem meet, and his and their Heirs, one Annuity or yearly Rent of Four hundred pounds *per Annum*, to be issuing and going out of all and every the Mannor, Messuages, Lands and Tenements before mentioned, with a Clause of Distress for the same or any part thereof, when and so often as the same shall be unpaid, upon all or any the said Mannor, Messuages and Lands, in such Writing or Deed to be

contained. *Habendum* the said Annuity or yearly Rent-Charge of Four hundred pounds, unto the said Person or Persons, and his and their Heirs, until such time as the Sum and Sums of money hereafter mentioned, shall or may therewith be paid and fully satisfied, under and upon such limitations, trusts and confidences, as hereafter in these presents are contained and expressed, the same yearly Rent to be paid at the Feasts of the Annunciation of St. Mary the Blessed Virgin, and of St. Michael the Archangel, by even and equal Portions; and the first Payment thereof to begin at such of the said Feasts, as shall happen next after the Decease of the said A. B. upon special trust and confidence: Nevertheless, That the said Person or Persons, to whom the said yearly Rent shall be granted as aforesaid, and his and their Heirs, shall out of and with such Sum and Sums of Money, as shall and may be received and had thereof, content and pay, or cause to be contented and paid, as well to the Daughter and Daughters of the said A. B. upon the body of the said E. his Wife lawfully begotten, or to be begotten, which shall be living at the time of the Decease of the said A. B. and not then married, the full Sum of Three hundred pounds apiece, for and towards their advancement and preferment in Marriage, or otherwise: As also to such of the said Daughters of the said A. B. as shall be married in his life-time, and whose Marriage-money (not exceeding the Sum of Three hundred pounds) agreed upon by him in his life-time, shall be unpaid in part or in the whole at the time of his Decease; such Sum and Sums of Money, as together with such part of the said Marriage-Money, which shall be paid in the life-time of the said A. B. (if any be) shall extend to be for every such Daughter Three hundred pounds apiece in the whole, the same to be first paid and discharged according to such Covenants, Bonds and Agreements, as shall be made or entered into by the said A. B. in that behalf.

The trust.

*To pay to
the Daughters
300 l.
apiece.*

The Forms of Settlements.

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behalf. And then the other Sums aforesaid, to be levied and paid to every other of the said Daughters successively, according to the order and priority of their age and birth. And it is further concluded and agreed by and between the said Parties to these presents, That the said Conveyances and Assurances to be made and executed as aforesaid, shall be and inure: And the said C. D. E. F. and G. H. and their Heirs, shall stand and be seized of all and every the Mannor, Messuages, Lands and Premises before mentioned, so to be charged to the end intent and purpose, That every such Person and Persons, to whom any such Rent, shall be granted, limited and appointed, according to the true intent and meaning of these presents, his and their Heirs and Assigns shall and may from time to time have, perceive and enjoy the said Rent, according to the purport and effect of such Grant, Limitation or Appointment; and may from time to time for Non-payment of the said Rent, or any part thereof, enter into and upon the said Mannor, Lands and Tenements, so to be charged, and distrain for the same, and the Arrearages thereof, as in case of a Rent-Charge, and according to the effect and intent of such Grant, Limitation or Appointment.

How to be paid.

The parties to stand seized to the end the Grantee may have or distrain for the Rent

As for, touching and concerning the said Messuages, Lands, Hereditaments, and Premises, not herein before limited to the use of the said E. B. [Wife of A. B.] for her Jointure (being parcel of the said Messuages, Lands and Tenements, comprised in the said Fine) to the use and behoof of the said C. D. E. F. and G. H. the Cognizees, for and during the Term of One and forty years, to commence immediately from and after the Decease of the said A. B. upon trust and confidence, and to the end, intent and purpose, that the said C. D. E. F. and G. H. their Executors, Administrators and Assigns, shall and may receive, perceive, dispose and

Payment of Debts, Legacies, &c.

Term of 41 years limited upon Trust.

*To pay
Debts and
discharge
Sureties.*

*Payment of
Annuities
given to
Servants.*

*After Debts
&c. paid
to surrender
the Estate.*

and imploy the Rents, Revenues, Issues and Profits of the said Messuages, Lands Tenements and Premises respectively, for and during the said Term of One and forty years, for and towards the satisfaction and payment of all such Debts and Sums of Money, which the said *A. B.* shall happen to owe at the time of his Death, or for which any Person or Persons shall, at the time of the Death of the said *A. B.* stand ingaged for or with the said *A. B.* and for his proper Debt: And for the Payment of such Annuity or Annuities, as the said *A. B.* hath granted, or shall hereafter grant or limit, to be issuing or going out of the said Messuages, Lands, Tenements and Hereditaments, or any of them: (after that all and every the said Debts shall be fully satisfied) to any Person or Persons which is, are, have been, or hereafter shall be Servant or Servants of the said *A. B.* for and in respect of their Service or Services, done or to be done to the said *A. B.* And also, for and towards the Payment of such Legacie and Legacies, and Sums of Money, which the said *A. B.* shall by his last Will and Testament in Writing, to be Signed, Sealed and Published before three or more sufficient Witnesses, give, limit, ordain and appoint. And upon further Trust and confidence, that they the said *C. D. E. F.* and *G. H.* their Executors, Administrators and Assigns, after all and every the said Debts, Ingagements, Annuities and Legacies shall be paid and satisfied according to the intent and true meaning of these presents, shall and will surrender and yeild up their said Estate and Interest, of and in the Premises, so to them limited as aforesaid, and of and in every part and parcel thereof to such Person or Persons to whom the Freehold or Inheritance of the said Premises shall next and immediately appertain, by the purport and true meaning of these Presents. And from and after the End, Expiration, Surrender or other Determination of the said Lease

of

of One and forty years, The said Fine shall be and inure, and the said Cognizees shall stand and be seized of and in the said last mentioned Premises, to the use and behoof of such Person and Persons, and for such Estate and Estates, and for such part and parcel as the said *A. B.* shall by his last Will and Testament in Writing, in the presence of Three or more credible Witnesses, limit, appoint and declare, &c.

After expiration or surrender, to the use of such as by last Will shall be appointed.

To the Use of the said *A. B.* and his Assigns, for and during the term of his natural life, without impeachment of or for any manner of Waste, and from and after the Decease of the said *A. B.* then to the use of the said *C. D. E. F.* and *G. H.* [the Cognizees] their Heirs and Assigns for ever: In trust, and for and to this end, intent and purpose, that they the said *C. D. E. F.* and *G. H.* and the Survivors and Survivor of them, his and their Heirs, shall and may bargain, sell, convey, or otherwise dispose of the same, for and towards the payment, satisfaction and discharge of such Debts and Sums of Money, as the said *A. B.* now, or shall at the time of his Death owe to any Person or Persons whatsoever: And for the discharging of such Person or Persons, as do now stand, or which at the time of the Death of the said *A. B.* shall stand bound or engaged for or with the said *A. B.* for the said Debts or Sums of Money, or any of them: And also for the satisfaction, payment and discharge of all such Sum and Sums of Money, which the said *A. B.* hath, or hereafter shall take up, borrow or receive, and for or in consideration whereof, he hath heretofore granted, or hereafter shall grant, any Annuity or Annuities, or Rent or Rents charge, issuing, or to be issuing or payable out of the said Mannors, Lands, Tenements, Hereditaments and Premises, or any of them, whereby the said Rent or Rents shall or may be determined: And also for and towards the Payment and Discharge of the Legacies

Another by a use limited to make Sale.

For payment of Debts.

Discharge of Sureties.

Discharge of Money borrowed upon Security of Annuities granted.

Discharge of Legacies.

*To pay back
the Over-
plus.*

*If next
Heir dis-
charge, or
give Secu-
rity to pay
the Debts,
Legacies,
the Trustees
are to con-
vey back
to him.*

cies and Bequests, which the said *A. B.* by his last Will and Testament in Writing, to be Sealed, Subscribed and Published by him before three sufficient Witnesses, shall give or bequeath to any Person or Persons, or to any Use or Uses, or so much of such Sum and Sums, Debts, and Legacies, as the value of the said Mannors, Lands and Tenements to be sold, as aforesaid, shall amount unto: And if that any overplus shall be of Money made or raised, by sale of the said Mannors, Lands and Tenements and Hereditaments, more than shall be or will be sufficient to satisfy and discharge all the said Debts, Sums of Money, Legacies and Bequests, That then the said *C. D. E. F.* and *G. H.* their Heirs, Executors or Administrators, shall and will pay and deliver the same overplus, which shall remain of the Sale or Value of the said Mannors, Lands, Tenements and Hereditaments, unto the Executors or Administrators of the said *A. B.* And further, upon this Trust and confidence, That if such Person or Persons, that shall be next Heir at Law unto the said *A. B.* shall within one year next after the Death of the said *A. B.* well and truly satisfy, pay and discharge all the aforesaid Debts, Sums of Money, and Legacies and Bequests, which by the true intent and meaning of these presents, are limited, intended or expressed to be paid, for, out of or in respect of the said Mannors, Lands, Tenements, Hereditaments and Premises, or shall give or make to the said *C. D. E. F.* and *G. H.* or the Survivors or Survivor of them, good and sufficient Security for the payment of all and every the said Debts, Sum and Sums of Money, Legacies and Bequests, which by the true intent and meaning of these presents, are before express to be paid, That then the said *C. D. E. F.* and *G. H.* and their Heirs, and the Survivors and Survivor of them, his and their Heirs and Assigns, shall and will at the Cost and Charges in the Law, of such Person or Persons, as shall

be next Heir at Law unto the said *A. B.* convey and assure the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, to the said Person or Persons, his and their Heirs or Assigns, by such good and sufficient Conveyance and Assurance in the Law, with several respective Warranties only by every of them the said *C. D. E. F.* and *G. H.* severally and respectively, against themselves and their several and respective Heirs, as by such Person or Persons his or their Heirs or Assigns, or his or their Council Learned in the Law shall be reasonably devised, advised and required.

And as for, touching and concerning the said *Another to Mannors, Lordships, Messuages, Lands, Tene- make Sale,* ments and Hereditaments, with their and every &c. of their Appurtenances in the said County of *M.* to the use and behoof of the said *C. D. E. F.* and *G. H.* the Cognizees, &c. and of their Heirs and Assigns for ever, upon Trust and confidence: Nevertheless, and to the end, intent and purpose, that they the said *C. D. E. F.* and *G. H.* and the Survivors and Survivor of them, his and their Heirs, shall and may, at his and their free will and pleasure, sell, convey and assure the said Mannors, Messuages, Lands and Premisses in the said County of *M.* and every part and parcel thereof, for the best benefit, profit and advantage, which shall or may be, *bona fide*, had or gotten for the same. And that the Money to be *Money raised by every or any such Sale, and as every sed by Sale* such Sale shall be made, shall be forthwith paid *to pay Debts* and disposed of as followed: That is to say, for *mentioned* and towards the payment of Debts of the said *in a Scheme* *A. B.* and Sums of Money mentioned in a Schedule hereunto annexed: And in case any Surplusage shall remain over and above such Sum and Sums of Money, as shall be expended in the payment and satisfaction of the said Debts, That *Disposition* then the said Surplusage or Overplus, shall be *of the Overplus.* paid by the said *C. D. E. F.* and *G. H.* or the Survivors or Survivor of them, or the Executors or Admini-

Administrators of the Survivor of them, unto the said *A. B.* or to such other Person or Persons, as the said *A. B.* shall by his last Will or Testament in Writing, testified by Two or more credible Witnesses, or by any other Writing (testified as aforesaid) under his Hand and Seal, direct and appoint, and for want of such direction or appointment, to the Executors or Administrators of the said *A. B.* And upon further Trust the Profits and confidence, that the said *A. B.* his Executors, before Sale. Administrators and Assigns, shall and may until such Sale made, have, receive and take to his and their own proper use, all and singular the Rents, Issues, Revenues and Profits of the said Mannors, Messuages, Lands and Premises, hereby limited and intended to be sold as aforesaid.

Alimitati- To the use of the said *A. B.* for Term of his
on for years natural life, without impeachment of or for
to Execu- any manner of Wast, and from and after his De-
tors to pay cease, to the use and behoof of such Person or
Debts. Persons as shall be Executor or Executors of the
 1st Will and Testament of the said *A. B.* for and
 during the end and Term of ten years: Upon
 Trust, and to the end, intent and purpose, That
 the said Executor or Executors may dispose of
 all the Rents, Issues, Profits and Revenues of
 the Premises, and of every part and parcel there-
 of, for and towards the payment of the Debts
 of the said *A. B.* and such Legacies as shall be
 by the said Will given and devised, the reason-
 able Cost and Charges of the said Executors, in
 reparation of the Premises, or any part thereof,
 and in execution of the said Trust being de-
 ducted: And from and after the end, expiration,
 or other determination of the said Use and Estate
 limited to the said Executors, To the use of, &c.

To the use To the use of *M. B.* Widow, Mother of the said
of execu- *A. B.* for and during the Term of her natural
tor. for per- life: And from and after the Decease of the said
formance of *M.* to the use of the said *A. B.* for and during
a Will. the Term of his natural life, and from and after
 the

the Decease of the said *M. B.* and *A. B.* To the use and behoof of the Executors and Administrators of the said *A. B.* for and towards the performance of the last Will and Testament of the said *A. B.* for the term of Six years, and from and after the end, expiration or determination of the said Term of Six years, to the use and behoof of, &c.

After a limitation to *A. B.* for life: Then follows: And from and after the Decease of the said *A. B.* to the use of such Person or Persons, as the said *A. B.* by his last Will and Testament in Writing, or by any other Writing to be by him Sealed and Subscribed in the presence of Two or more credible Witnesses, shall nominate and appoint, for such Term and until such time, as the same Person or Persons, so to be nominated shall or may levy, take or receive, out of the yearly Rents, Issues and Profits of the Premises, such Sum or Sums of Money, not exceeding the Sum of Two hundred pounds in the whole: To be disposed of, distributed or paid to such Person or Persons, and in such manner and form, and to such ends, intents and purposes, as the said *A. B.* shall in and by his last Will and Testament, or other Writing, as is aforesaid limit and appoint: And in default of such limitation or appointment, to the Executors or Administrators of the said *A. B.* And after the end or determination of the said Use or Estate last before-mentioned, Then to the use and behoof of *C. B.* Son and Heir of the said *A. B.* and the Heirs of the said *C. B.* lawfully begotten, or to be begotten: And for default of such Issue, to the use and behoof of the right Heirs of the said *A. B.* for ever.

Another for performance of a Will.

*Forms of Alteration of Uses upon Acts
done, &c.*

*These were
the uses of
a Fine, &c.
intended to
be acknow-
ledged.*

TO the use and behoof of the said C. B. [who is the Feoffors Son] for and during the Term of his natural life, and from and after his Decease, to the use and behoof of E. B. Wife of the said C. B. for and during the Term of her natural life: and from and after the Decease of the said C. B. and E. B. and of the Survivor of them to the use and behoof of, &c.

*If other
Lands be
conveyed in
lieu of the
Lands li-
mited, then
the use in
those Lands
to be to a-
nother, &c.*

Provided always, and it is Covenanted, Granted, Concluded and Agreed, by and between all the said Parties to these presents, and it is the true intent and meaning of these Presents, and of the said Parties hereunto: That if the said A. B. or the said C. B. or either of them, shall at any time hereafter, during the natural life of the said E. B. convey and settle, or cause or procure to be conveyed and settled a good, perfect and indefeasible Estate in the Law, in and to the said E. B. or to her use and behoof, of, in or to any other Mannor or Mannors, Lands or Tenements, within the Kingdom of England, of the clear yearly value of Two hundred pounds *per Annum*, of lawful Money of England, or more, over and above all Charges and Reprises, for Term of the natural life of the said E. B. and to and for her only use and behoof, to begin and take effect in possession, immediately upon the Decease of the said C. B. in lieu and recompence of such Lands, Tenements and Hereditaments in D. aforesaid, as are before in and by these presents intended or agreed to be conveyed and assured unto the said E. B. for and during the Term of her natural life, in such manner and form as is aforesaid: That then the said Estate for life hereby

hereby limited and appointed to or for the said *E. B.* of, in and to the said Lands, Tenements, and Hereditaments, and all and singular other the Premises in *D.* aforesaid, shall cease, determine, and be utterly void, frustrate and of none effect. And that then and from thenceforth, the said Recovery and Recoveries, &c. shall be, and shall be adjudged, deemed and taken to be, and the said Recoverors, &c. and every of them, their and every of their Heirs, shall and will stand and be seized, and be adjudged, deemed and taken, to stand and be seized, from and after the Decease of the said *C. B.* of and in such and so much of the said Lands, and Tenements, and other the Premises in *D.* aforesaid, as is limited and appointed before in and by these presents, to or for the use of the said *E. B.* for term of her life, as aforesaid, to the only use and behoof of the Heirs Male of the Body of the said *C. B.* on the Body of the said *E. B.* lawfully begotten, and to be begotten, and for default of such Issue, then to such further use and uses, behoofs, intents and purposes, as be thereof before in or by these Presents expressed and declared, and to none other use or uses, intents or purposes whatsoever: Any thing before in these presents contained, to the contrary thereof in any wise notwithstanding.

This Indenture, &c. Between *A. B.* of the first part, *C. D.* and *E. F.* of the second part, and *G. H.* of the third part, Let there be first a Covenant from *A. B.* to levy a Fine *sur cognizance de droit come ceo*, &c. of all that Mannor, &c. to *C. D.* and *E. F.* Then add, And it is Covenanted, agreed, descended unto, and declared by and between all the said parties to these presents, That the said Fine so to be acknowledged and levied as aforesaid, shall be and inure, and the said *C. D.* and *E. F.* their Heirs and Assigns, and the Survivor of them, and his Heirs and Assigns, shall stand and be seized of the said Mannor, &c. and all other the Premises, to the uses, intents and purposes

To alter the Use upon Non-payment of an Annuity or Rent.

poses hereafter mentioned, that is to say, to the end, intent and purpose, That the said G. H. and his Assigns, shall and may yearly during his natural life, lawfully and peaceably have, perceive and take out of the said Mannor, &c. and all other the Premises, one yearly Rent of Two hundred pounds *per Annum*, of lawful Money of *England*, at two usual Days or Feasts in the year, that is to say, the Feasts of, &c. with a Clause of Distress, &c.

Upon Non-payment to enter. And further, That if it shall happen the said yearly Rent of Two hundred pounds, or any part thereof, to be behind or unpaid, by the

Cognizees (after Entry to stand seized to Grantees use. space of Thirty days next after either of the said Feasts or days of payment, whereon the same ought to be paid as aforesaid, being lawfully demanded, That then and from thenceforth it shall and may be lawful to and for the said G. H. and his Assigns, into the said Mannor, &c. and Premises, and every part and parcel thereof, to enter, and the same to have, hold and enjoy, for and during the term of his natural life. And that immediately from and after such Entry made, the said C. D. and E. F. [the Feoffees or Cognizees] their Heirs and Assigns, and all other Person or Persons whatsoever, which now are, or at the time of such default made, shall be seized of and in the said Mannor, &c. shall stand and be seized thereof, and of every part and parcel thereof, to the use and behoof of the said G. H. and his Assigns, for and during the term of his natural life, &c. with remainders over, &c.

Another. And that if it shall happen the said yearly Rent of, &c. to be behind or unpaid, in part or in all, by the space of Thirty days next after either of the said Feasts or days of payment, whereon the same ought to be paid as aforesaid, being lawfully demanded, That then and from thenceforth it shall and may be lawful to and for the said G. H. and his Assigns, into the said Mannor, &c. and every part and parcel thereof, to enter,

enter, and the same to have, hold and enjoy, until *The party* he shall out of the Rents, Issues and Profits *to have the* thereof, have levied and received the said An- *Land, un-*nuity of, &c. and all and every the Arrears there- *til satisfied* of, together with such reasonable Costs, Charges *of the Rent* and Expences, as the said G. H. or his Assigns shall *and Ar-*be at, in the levying and receiving of the same. *rents.*
And that then and from thenceforth after such default and Entry made as aforesaid, the said C. D. and E. F. [the Cognizees] and their Heirs, shall stand and be seized of the said Premises, and of every part and parcel thereof, to the use and behoof of the said G. H. and his Assigns, for, during, and until such time as the said G. H. or his Assigns, shall and may lawfully hold and enjoy the Premises, according to the intent and true meaning of these Presents, &c.

Provided always, That if the said C. B. or any *Another to* of the Sons of the said A. B. lawfully begotten *make void* or to be begotten, which shall fortune to be heir *and alter a* apparent of the said A. B. shall in the life-time *Use upon* of the said A. B. Marry or take to Wife any Wo- *Marriage,* man, or contract Marriage with any Woman, *without Fa-*without the consent of the said A. B. first had *thers con-*and obtained in Writing, thereunto, That then *sent.*
the Estate, Use, Remainder and Possession of every such such Person and Persons so Marrying or Contracting shall cease, determine, and be void: And that yet nevertheless all other the several Uses, Estates and Remainders, by these presents limited and expressed, of and for the said Mannors, &c. shall stand, remain and continue in full force and effect. And the said Fine so to be had and levied as aforesaid, shall be and inure, and the said Cognizees, therein to be named, and the Survivor of them and his Heirs, shall stand and be seized of the said Mannor, &c. in the said Fine to be contained, to the use and behoof of such other person or persons as should or ought to have had the same, by the true intent and meaning of these presents, next after the de-
X 2 termination

termination of the Estate of the same person or persons, so Marrying or Contracting in such manner and form, and of such Estate and Estate, as is herein before limited, any thing herein before contained to the contrary hereof in any wise notwithstanding.

*A Rent to
cease upon
a Daugh-
ters Mar-
riage with-
out Fathers
licence, or
his pay-
ment to her
a Portion.*

And it is Covenanted, Concluded and Agreed by and between all the said parties to these presents, for them and every of them, their and every of their Heirs and Assigns: And it is the true intent and meaning of the said Feoffment, Fine, and other assurance of the said Premises, so made as aforesaid, That they the said C. D. E. F. and G. H. shall stand and be seized of the said Mannor, and of all and singular other the Premises, to the uses intents and purposes following, that is to say, to the use intent and purpose, that the said C. B. the Son of the Feoffor A. B. and his Assigns, shall and may receive yearly, &c. And also to the use intent and purpose, That K. B. one of the Daughters of the said A. B. shall and may yearly during the term of her natural life, have and perceive out of the said Premises, one yearly Rent of Forty pounds *per annum*, of good and lawful Money of *England*, to be paid at the Four usual Feasts of the year, that is to say, at the Feasts of the Annunciation of St. Mary the blessed Virgin, St. John the Baptist, St. Michael the Archangel, and the Nativity of our Lord and Saviour *Jesus Christ*, by even and equal Portions. And if it shall happen the said yearly Rent of Forty pounds, or any part thereof, to be behind or unpaid, at any of the said Feasts or days of Payment, whereon the same ought to be paid as aforesaid, That then the said K. B. and her Assigns, during the life of the said K. shall and lawfully may enter and distrain in and upon the said Premises, or any part thereof, for the same, so being behind, as for a Rent-charge, to all intents and purposes.

Provided

Provided always, That if the said *K. B.* shall during the life-time of the said *A. B.* happen to Marry without the consent of the said *A. B.* to such Marriage, first had and obtained: Or if the said *A. B.* shall or do at any time during his natural life, bestow upon the said *K.* in Marriage, or otherwise, the Sum of Five hundred pounds, of lawful Money of *England*, That then and from thenceforth, the said Annual Sum of Forty pounds *per Annum*, shall cease and be determined, to all intents and purposes whatsoever.

The Proviso.

To the use and behoof of the said *A. B.* for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the Decease of the said *A. B.* to the use and behoof of *E. B.* now Wife of the said *A. B.* for and during the term of her natural life: and from and after the Decease of the said *A. B.* and *E. B.* and of the Survivor of them, to the use and behoof of the right Heirs of the said *A. B.* for ever.

To alter an Use limited to the Wife upon her claim of Dower.

Provided always, and it is the true intent and meaning of these presents, That, if the said *E. B.* shall or do at any time or times after the Decease of the said *A. B.* (in case she shall fortune to Survive him) commence, or cause to be commenced any Action or Suit, for any Dower, out of, or in all or any of the Mannors, Lands, Tenements or Hereditaments of the said *A. B.* or whereof he was seized of any Estate of Inheritance, during the coverture between her and the said *A. B.* and shall not hold her self satisfied with the Lands and Tenements aforesaid, limited, meant and intended to and for her Jointure, and in satisfaction of her Dower, That then and immediately from thenceforth, the said Use and Estate herein before limited to the said *E. B.* shall cease, determine and be void, to all intents and purposes: And that then and from thenceforth the said Cognizees shall stand and be seized of the Premises, and of every part thereof, to the use

The Proviso to alter the Use.

use and behoof of the right Heirs of the said *A. B.* according to the Limitation aforesaid.

Another.

To the use and behoof of the said *A. B.* for and during the term of his natural life: and from and after his Decease, to the use and behoof of *E. B.* now Wife of the said *A. B.* for and during the Term of her natural life, or until such time as she the said *E. B.* or any other by her allowance or appointment, shall by any publick act, by her, him or them to be done, or permitted to be done, seek, endeavour or put in practice, to obtain any Dower, of, in or to any the Lands, Tenements or Hereditaments of the said *A. B.* or whereof he was seized of any Estate of Inheritance, during the Coverture between him and the said *E. B.* and immediately from and after such publick act as aforesaid, or after the Decease of the said *E. B.* and *A. B.* to the use and behoof of the right Heirs of the said *A. B.* for ever.

To alter a Use upon Non-pay- of a Sum in gross. Let there be a Covenant from *A. B.* to levy a Fine to *C. D.* and then add as followeth: Which said Fine so to had and executed as aforesaid, of all and every the said Messuages, Lands, Tenements, Hereditaments and Premisses, shall be and inure, and shall be deemed, construed and taken, to be and inure to the only use and behoof of the said *C. D.* his Heirs and Assigns for ever.

The Proviso.

Provided always nevertheless, That if the said *C. D.* his Heirs, Executors, Administrators or Assigns, shall not well and truly content and pay, or cause to be well and truly contented and paid unto the said *A. B.* his Heirs, Executors, Administrators or Assigns, in or upon the, &c. next ensuing the Date hereof, at or in the now dwelling House of the said *A. B.* Situate in *H.* aforesaid, the Sum of One thousand pounds of lawful Money of *England*, but in payment thereof, or of any part thereof, shall make default contrary to the true intent and meaning of these presents, That then and from thenceforth, the use

use before limited to the said C. D. of, for and concerning all and every the said Messuages, Lands, Tenements, Hereditaments and Premisses, and of, for and concerning every part and parcel thereof, shall cease and determine: And that then and from thenceforth the said Fine to be had and executed, as aforesaid, and the Execution thereof shall be and inure, and the said C. D. his Heirs and Assigns, and all and every other Person and Persons, that shall stand and be seized of the said Messuages, Lands, Hereditaments and Premisses, or of any part or parcel thereof, shall stand and be seized thereof, from and after such default of payment made, as aforesaid, to the use and behoof of the said A. B. his Heirs and Assigns for ever, and not to any other use or uses, intents or purposes whatsoever.

Provided always, and it is Covenanted, Granted, Another, ted, Condescended, Concluded and fully Agreed, being a Pro- by and between all the said Parties to these *vision for* presents, and the true intent and meaning of them *younger Son.* and every of them, and of these presents is, That if the said C. D. [the Elder Brother] or some other person or persons, to whom any Estate is hereby limited, or intended to be limited, of and in the said Mannor of D. in the said County of M. and the Lands, Tenements and Hereditaments thereunto belonging, or any of them, their, or some or one of their Heirs or Assigns, or some or any of them, shall not within two years, next after the Decease of the said A. B. well and truly pay, or cause to be paid unto E. B. one of the Sons of the said A. B. [if he the said E. B. shall be then living] the Sum of Two thousand pounds of lawful Money of *England*, That then, and immediately after such default of payment, all and every the Use and Uses herein before limited and declared, as for and concerning all the said Mannor of D. and the Lands, Tenements and Hereditaments thereunto belonging, shall cease and be void: And then, and from thenceforth, the said Recovery and Recoveries,

so as aforesaid, or in any other sort to be had and suffered, shall be and inure; and the Recoveror and Recoverors therein named, his and their Heirs shall stand and be seized of and in the said Mannor and Premises, in the said County of M. to the use and behoof of the said E. B. his Heirs and Assigns for ever.

Another, to alter a use upon payment of a sum in gross Make an Indenture Tripartite, between A B. and E. his Wife, of the first part: C. D. and E. F. of the second part: and G. H. of the third part: and let A. B. for himself, and E. B. his Wife, Covenant to levy a Fine to C. D. and E. F. of all those Mannors, &c. Then add: And it is Covenanted, Granted, Concluded and Agreed, by and between all and every the said Parties to these presents, for them and every of them, their and every of their Heirs and Assigns, That the said Fine, so to be acknowledged and levied as aforesaid, of the said Mannors, Lands, Tenements, Hereditaments and Premises, and the Execution thereof, and the Estate, Right, Title, Interest and Possession of them the said C. D. and E. F. and of the Heirs of such of them, to whom the Inheritance of and in the Premises shall be limited, in and by the said intended Fine, shall be, and for ever shall be adjudged and taken to be: And also, that they the said C. D. and E. F. and the Heirs of such of them, to whom the Inheritance of the said Premises shall be limited, in and by the said intended Fine, shall stand and be seized of, and in all and singular the said Mannors, Lands, Tenements, Hereditaments and Premises, and of every part thereof, with the Appurtenances, to and for the uses, intents and purposes hereafter in these presents mentioned, That is to say, To the use and behoof of the said G. H. his Heirs and Assigns for ever, under the Proviso, Condition and Agreement, hereafter in these presents mentioned and contained.

The use of the Fine.

Provided always, and upon Condition, That
 if the said *A. B.* his Heirs, Executors or Admin- *Proviso, &*
 istrators, or any of them, shall and do well and *makes void*
 truly satisfie and pay, or cause to be well and *the use up-*
 truly satisfied and paid unto the said *G. H.* his *on payments*
 Heirs, Executors, Administrators or Assigns, the *of Money.*
 full Sum of One thousand pounds of lawful
 Money of England, at or in the *Middle-Temple-Hall,*
London, in manner and form following, *viz.* The
 Sum of Five hundred pounds thereof, on the, &c.
 That then and from thenceforth, the said use and
 Estate of the said *G. H.* and of his Heirs and
 Assigns, of and in all and every the said Man-
 nors, &c. shall forthwith cease and be utterly
 frustrate and void: And also, that immediately
 from and after the said Sum of One thousand *The new use*
 pounds shall be fully satisfied and paid as afore- *limited af-*
 said, the said Fine so intended to be had and *ter pay-*
 levied as aforesaid, and the Estate thereby in any *ment.*
 wise to be had or made, shall be, and for ever
 shall be taken to be, of and in all and every the
 said Mannors, Lands, Tenements, Hereditaments
 and Premisses, to the use and behoof of the said
A. B. and *E.* his Wife, for and during their nat-
 ural lives, and for and during the natural life
 of the longer liver of them, and from and af-
 ter their Deceases, then to the use and behoof
 of the Heirs Male of the Body of the said *A. B.*
 upon the Body of the said *E. B.* lawfully-be-
 gotten, and for default of such Issue, to the
 use, &c.

— To the use of *G. H.* and his Heirs, *To alter an*
 until the said Sum of Five hundred pounds paid *Use upon a*
 by the said *G. H.* unto the said *A. B.* as the Mar- *Portion gi-*
 riage Portion of the said *E. H.* in case the said *ven in Mar-*
 intended Marriage between the said *C. B.* the *riage, paid*
 Son of *A. B.* and the said *E. H.* shall not take *back; if*
 effect before the Feast of, &c. next ensuing the *the Mar-*
 Date hereof, be repayed by the said *A. B.* his *riage take*
 Heirs, Executors or Administrators unto the said *not effect.*
G. H. his Executors or Administrators. But in case
 the said Marriage shall take effect, Then from and
 after

after the said intermarriage had and solemnized, the said Fine so to had and levied as aforesaid, shall be and inure, and shall be deemed, construed and taken to be and enure, to the use and behoof of the said C. B. for and during the term of his natural life, and from and after the Decease of the said C. B. to the use and behoof of the said E. for and during the term of her natural life: And from and after the Decease of the said C. B. and E. F. and the Survivor of them, To the use and behoof of the Heirs Male of the Body of the said C. B. on the Body of the said E. lawfully to be begotten, &c. And in case the said Marriage shall not take effect before the said Feast of, &c. That then, immediately from and after the said repayment of the said Marriage Portion, to be made as aforesaid, the said Fine to be had and levied as aforesaid, shall be and enure, and shall be deemed, construed, reputed and taken to be and enure to the use and behoof of the said A. B. his Heirs and Assigns for ever.

*The forms of Deeds of Revocation, and
Limitation of New Uses.*

*A short
Deed of Re-
vocation.*

TO all Christian people to whom this present Writing shall come. A. B. of, &c. sendeth greeting in our Lord God everlasting: Know ye that I the said A. B. do by this my present Writing, Sealed with my Seal, and Subscribed with my Name, in the presence of I. K. L. M. N. O. Three credible Witnesses, whose Names are hereunto subscribed, revoke, determine and make void and frustrate all and every the Uses and Estates, mentioned, raised, created, limited and made in and by one Indenture of Feoffment, bearing date, &c. made between me the said A. B. of the one part, and C. D. E. F. and G. H. on the other part, of and for the Messuage,

of

or Tenement and Lands, Hereditaments and Premises, with the Appurtenances, in the said Indenture mentioned, and of and for every part and parcel thereof. And I do by these presents *New Use* absolutely limit, determine and appoint, that all *appointed* and singular the Feoffees, Parties and Persons in *to the Part* the said Indenture mentioned, and their Heirs *tyrevoking* and Assigns, shall immediately and from hence- *and his* forth stand and be seized of the said Messuage, *Heirs.* Lands, Tenements and Hereditaments in the said Indenture mentioned, and of and in every part and parcel thereof, to the only use and behoof of me the said *A. B.* mine Heirs and Assigns for ever, in a pure and absolute Estate of Fee-simple: In witness whereof I the said *A. B.* have to this my present Writing, put my Hand and Seal, and Subscribed my Name in the presence of the said *I. K. L. M. and N. O.* Three credible Witnesses, whose Names are hereunto Subscribed this Twentieth Day of *May*, in the twentieth year of the Reign of our Sovereign Lord, &c.

To all Christian People to whom this present *Another* Writing shall come. I *A. B.* of, &c. do send *with* reciting in our Lord God everlasting: Whereas *tal of the* by one Indenture bearing Date, &c. made by me *former Deed* the said *A. B.* by the Name of *A. B.* of, &c. Gent. of *uses, and* on the one part, and *C. D. E. F. and G. H.* on the *power of* other part, for the consideration in the said *Revocation* cited Indenture mentioned and set forth: I did Covenant, Promise and Grant, &c. [recite the Covenant to levy a Fine] which said Fine so to be acknowledged and levied, as aforesaid, of all and singular the Mannors, Messuages, Lands, Tenements and Hereditaments before mentioned, was in and by the said recited Indenture, Covenanted, Granted, Concluded and declared to be to such several uses and behoofs, and of such Estate and Estates, as are particularly in the said Indenture mentioned and set forth. And whereas *Recital of the Proviso.* in the said recited Indenture there is a Proviso contained, as followeth: That is to say, Provided always, and it is the true intent and meaning of

of this present Indenture, and of all the Parties hereunto, That it shall and may be lawful to and for the said *A. B.* at any time during his life, by any Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing, by him Sealed and Subscribed in the presence of Two or more credible Witnesses, to alter, change, enlarge, revoke, frustrate and make void, all, every or any of the Use or Uses, Estate and Estates, herein before expressed, limited, mentioned, declared or appointed to any Person or Persons, of and in the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, or in any of them, or in any part or parcel of them, or any of them, and thereof or of any part thereof, to create, declare, limit or appoint any other Use or Uses, Estate or Estates to any Person or Persons herein before named, or to any other Person or Persons whatsoever, in such sort, manner and form as the said *A. B.* shall think meet and convenient, and that at all times, and from time to time, immediately from and after such alteration, change, enlargement, revocation, or making void of all or any the said Use or Uses, Estate or Estates, and Declaration, Limitation or Appointment of any other Use or Uses, Estate or Estates, all and every those Use and Uses, Estate or Estates, of and in the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, or of or in any part or parcel thereof, or such of them which shall be so revoked and declared to be made void, as aforesaid, shall cease, determine and be utterly void and frustrate: And that then and from thenceforth the said Fine, and all and every other Conveyance and Conveyances, Assurance and Assurances whatsoever, had, or at any time hereafter to be had, or made between the said Parties, or any of them, of the said Mannors and Premisses, or of such part thereof, whereof such other Use or Uses, Estate or Estates, shall be so limited or declared as aforesaid, shall be adjudged, deemed, construed and

taken

taken to be and inure, and the said Cognizees of the said Fine, and the Survivors and Survivor of them, and the Heirs of the Survivor of them, shall immediately from thenceforth stand and be seized thereof, and of every part thereof, to and for such Use and Uses, Estate and Estates. intents and purposes, and of such Person and Persons, and in such sort manner and form, as the said *A. B.* in or by such Deed or Deeds in Writing, or last Will and Testament in Writing, to be Sealed, Subscribed and Testified, as is aforesaid, should create, declare, limit, express or appoint, and to no other use, intent or purpose whatsoever: And whereas after-
Recital
del Fine.
 wards, in performance of the Covenants, Grants and Agreements in the said recited Indenture mentioned, One Fine *sur Cognizance de droit come ceo*, &c. was had, levied, acknowledged and executed, of and for the said Mannors, Lands, Tenements, and Hereditaments and Premises, in the Court of *Common-P'eas* at *Westminster*, before his Majesties Justices of the said Court, by me the said *A. B.* unto the said *C. D. E. F.* and *G. H.* which said Fine was had, levied and acknowledged to the Uses, intents and purposes, and with and under the several Provisoes, Conditions and Limitations in the said recited Indenture mentioned: Now know ye,
The Revoca-
tion.
 that I the said *A. B.* for divers good Causes and Considerations me moving, and by vertue of the said Proviso before mentioned, and liberty, power and authority, thereby to me given and reserved, Have altered, changed, revoked, determined and made void. And by this present Writing, being by me Signed and Sealed in the presence of the Persons under-named, do alter change, revoke, determine and make void all and every the said Use and Uses, Estate and Estates. created, raised, declared, limited and appointed by the said recited Indenture and Fine, and either of them; and by force of the Statute for transferring Uses into Possession, of
 and

The limitation of new Uses.

and in the said Mannors, Lands, Tenements Hereditaments and Premisses, and of or in any part or parcel thereof. And I the said *A. B.* out of the Fatherly love and affection that I do bear unto *R. G.* my only Daughter and Heir apparent, now Wife to *N. G.* of, &c. Esq; and to the Heirs of her Body lawfully begotten, do by these presents, by vertue of the said Proviso, in the said recited Indenture contained, and the liberty, power and authority therein and thereby to be given, and reserved as aforesaid, create, declare, limit and appoint, That the said Fine so had, levied and acknowledged, as aforesaid, of the said Mannors and Premisses, herein fore mentioned as aforesaid, shall be and inure, and that the said Cognizees, and their Heirs, shall stand and be seized of and in the said Mannors and Premisses, and of and in every part and parcel thereof, to the use and behoof of me the said *A. B.* for and during the term of my natural life, without impeachment of or for any manner of Waste: And immediately from and after my Decease, to the use and behoof of the said *R. G.* and *N. G.* her Husband, and of the Heirs of the Body of the said *R. G.* and in default of such Issue, to the use and behoof of the right Heirs of me the said *A. B.* for ever: Here may be a Proviso for Revocation of these Uses.

Another with a more brief recital.

To all Christian People, &c. *A. B.* of, &c. sendeth greeting in our Lord God Everlasting. Whereas in and by one Indenture, bearing Date the, &c. made between me the said *A. B.* of the one part, and *I. S.* of, &c. Gent. on the other part. There is (amongst other things) one Proviso contained in these or the like words, in effect hereafter following: That is to say: Provided always, &c. [and so set forth the Proviso word by word] As in and by the said recited Indenture, more plainly and at large it doth and may appear. Now know ye, That I the said *A. B.* pursuant to the said Proviso, and the power

power and authority to me thereby given, do by this my present Deed or Writing, Sealed and Subscribed by me the said *A. B.* in the presence of Three credible Witnesses, whose Names are hereunto Subscribed, declare and publish my mind, intent and meaning to be, to revoke, alter make void and frustrate: And I do by these presents, revoke, alter, make void and frustrate all and every the Use and Uses, Estate and Estates, Trust and Trusts, in and by the said recited Indenture, declared limited and appointed, of, for and concerning all and every the Mannors, Messuages, Lands, Tenements, and other Hereditaments, mentioned, contained and specified in the said Indenture, with their and every of their Appurtenances, and of, for and concerning every part and parcel thereof. And I do hereby, further declare, limit and appoint, That the said Mannors, Messuages, Lands, Tenements, and other Hereditaments, with the Appurtenances, shall remain and be, and that the said *I. S.* and his Heirs, and all and every other Person and Persons standing and being, or which at any time hereafter, shall stand and be seized of and in the same, shall stand and be seized thereof, and of every part and parcel thereof, to the use and behoof of me the said *A. B.* my Heirs and Assigns for ever.

This Indenture made, &c. Between *A. B.* of *Another* the one part, and *F. G.* of the other part. Where- *with a Fe-*
as the said *A. B.* did heretofore, by his In- *offment ad-*
denture bearing Date the, &c. made between *ded.*
him the said *A. B.* on the one part, and *C. D.*
E. F. and *G. H.* on the other part, Covenant,
grant and agree to and with the said *C. D. E. F.*
and *G. H.* their Heirs, Executors and Admini-
strators, That he the said *A. B.* and his Heirs,
in such manner and form, as in and by the said
recited or mentioned Indenture, is Covenanted
and agreed, should and would convey and assure,
or cause to be conveyed and assured unto the
said *C. D. E. F.* and *G. H.* and their Heirs, and

to the Survivor of them, and his Heirs, All and singular the Mannor of, &c. [with general words] to the several uses, intents and purposes, and under the several Provisoes and Conditions in the said recited Indenture mentioned, expressed and declared, and to no other use, intent or purpose whatsoever. The particulars of which said Uses, doth more plainly appear in and by the said recited Indenture, relation being thereunto had or made: In which said recited Indenture, there is nevertheless contained and comprised, one Proviso or Clause to the tenor or effect hereafter following. Provided nevertheless, &c. [reciting the Proviso and power of Revocation, word for word] Now witnesseth this present Indenture: And the said *A.B.* according to the tenor, power or liberty of the said Proviso, being fully minded, determined and resolved to alter and determine the Estate and Estates limited in Use, in or by the said recited or mentioned Indenture, unto *I. S.* of *B.* Esq; and the Heirs Males of his Body, and also the Estate and Estates limited in use, in or by the said recited Indenture, unto *I. S.* for term of his life, without impeachment of Waste, and after his Decease, then to *B. S.* Son of the said *I. S.* and the Heirs Male of his Body lawfully begotten, doth by these presents, and by force of and according to the said Proviso, and the power and liberty thereby given, revoke, repeal and determine all and every the said Estate and Estates, in any wise limited in use, in or by the said recited or mentioned Indenture, unto the said *I. S.* and the Heirs Male of his Body lawfully begotten; and also all and every the Estate and Estates, in or by the said recited Indenture limited in use unto the said *I. S.* for term of his life, and all and every the Estate and Estates, in or by the said recited Indenture, limited in use unto the said *B. S.* Son of the said *I.* and the Heirs Male of his Body lawfully begotten, of, in, for and concerning all and every the Mannors, Lands,

The Uses in particular revoked.

Lands, Tenements and Hereditaments, with their and every of their Appurtenances, in any wise comprised, in or by the said recited or mentioned Indenture: And likewise, the said *A. B.* doth hereby declare, that the said several and respective Estates limited as aforesaid, severally and respectively, unto the said *T. S. I. S.* and *B. S.* and every of them, shall cease, determine, be frustrate, void and of no further effect, or continuance in Law. And that all and singular the said Manors, Lands Tenements and Hereditaments aforesaid, with their and every of their Appurtenances, and the only use thereof, shall from henceforth remain, continue and be unto the said *A. B.* his Heirs and Assigns. Now this Indenture further Witnesseth, that the said *A. B.* for and in consideration of One thousand pounds of lawful Money of *England*, to him in hand paid, before the Sealing and Delivery hereof by the said *F. G.* the Receipt whereof, &c. Hath given, granted, enfeoffed and confirmed unto the said *T. G.* his Heirs and Assigns, All that, &c. [with usual general Words, as in a Feoffment] To have and to hold the said, &c. unto the said *F. G.* his Heirs and Assigns. To the only proper use and behoof of the said *F. G.* his Heirs and Assigns for evermore.

New Use.

The Feoffment.

To all Christian People, to whom this present Writing shall come. *A. B.* of, &c. doth send greeting in our Lord God Everlasting: Whereas the said *A. B.* hath by his Indenture; bearing Date, &c. for the consideration therein mentioned, Covenanted, granted, concluded and fully agreed to and with the said *C. D.* of, &c. that the said *A. B.* and his Heirs, and all and every other person and persons, and their Heirs, which then stood or were seized of all and singular the Manors, of, &c. should from thenceforth stand and be seized thereof, and of every part and parcel thereof, to the several uses and behoofs in the said recited Indenture limited and set forth. And whereas in and by the said recited Indenture it is also Provided in these Words following: Provided always, &c. [reciting the Proviso word for word]

Another, of Uses settled upon a Covenant to stand seized

Z

Now

Now know ye, that the said *A. B.* being minded to revoke all and every the said Uses in the said recited Indenture mentioned and expressed, in pursuance of the said power and authority to him given by the said Proviso, doth by this present Writing Sealed and Subscribed with his proper Hand and Seal, declare his will and pleasure to be, to adnul, determine, make void and frustrate: And doth by these presents, clearly and absolutely adnul, make void and frustrate, all and singular the said Uses in the said recited Indenture limited, and all and every the Estate and Estates thereupon executed, or to be executed, of, in or to the said Manor, &c. and Premisses, and of, in and to every part and parcel thereof, in such sort, manner and form, as if the said Uses, or any of them, had never been limited or appointed. Any thing to the contrary, &c.

Another made upon having Issue Male, pursuant to the power given.

To all Christian People, &c. *A. B.* of, &c. sendeth greeting, &c. Whereas by certain Indentures, bearing Date the, &c. made between me the said *A. B.* of the one part, and *C. D.* and *E. F.* of the other part: It was for the Causes and Considerations in the said recited Indenture specified, covenanted, granted and concluded between the said Parties to the said Indentures, and every of them, amongst other things, in manner and form following: That is to say, First, I the said *A. B.* did by the same Indenture, for me, mine Heirs, Executors, Administrators and Assigns, and every of them covenant, grant, conclude and agree, &c.

Recital of a Covenant to Enfeoff to Uses.

[recite here the Covenant to Enfeoff the said *C. D.* and *E. F.*] To such Uses, intents and purposes, as are in the said recited Indenture contained and set forth. In which said recited Indenture, there was also one Proviso contained and specified, as followeth. Provided always, &c. [recite here the Proviso Word for Word: being a power given to *A. B.* to revoke, in case he should after have Issue Male of his Body] And whereas also, for the accomplishment and performance of the Covenants, Grants and Agreements in the said

Recital of the Feoffment.

said recited Indenture contained, the said Premises in the aforesaid recited Indenture specified, were by one Deed Indented; purporting a Feoffment, bearing Date. &c. conveyed and assured by me the said *A. B.* unto the said *C. D.* and *E. F.* and their Heirs, unto the said intents and purposes in the said first recited Indenture mentioned and expressed, and according to the true intent and meaning of the said first recited Indenture. As in and by the said several recited Indentures more fully and at large it doth and may appear. Now know ye, That forasmuch as *He doth*
 I the said *A. B.* have since the said settlement; *now (having Issue Male) re-*
 had Issue Male of my Body lawfully begotten, being now alive at the time of the Sealing and execution of these presents: I have, according *voked.*
 to the power and authority to me the said *A. B.* by the said recited Indenture and Proviso therein specified and contained, given, by this my present Deed in Writing; under my Hand and Seal, and delivered according to the purport of the said recited Proviso, in the presence of two sufficient Witnesses, altered, changed and revoked: and do by these presents alter, change and revoke, absolutely and in the whole, all and every the Use and Uses, in and by the said first recited Indenture limited and appointed, of all and singular the Premises, with the Appurtenances, in the said recited Indenture specified; and of every part and parcel thereof. And I the said *A. B.* do further by these presents (in such and as ample manner and form; as by any Proviso, or power of alteration, determination or revocation of Use or Uses, I may or can) absolutely disannull, determine and revoke, all and singular forms, Use and Uses by me limited or declared, in or by any former Conveyance and Conveyances, Assurance and Assurances whatsoever heretofore, of the Premises or any part thereof, by me made and executed in such ample manner and form as if the said Use, Uses, or Limitations had never been had made or declared. And furthermore know
 ye,

*The new-
Uſes.*

ye, That I the ſaid *A. B.* for divers good Cauſes and Conſiderations, me thereunto eſpecially moving, do by theſe preſents, according to the power to me given as aforeſaid, limit and appoint, that the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns, and all and every other Perſon or Perſons, which now ſtand or be ſeized of the ſaid Premiſſes, or any part thereof, with the Appurtenances, ſhall from henceforth ſtand and be ſeized of the ſame: And that all and ſingular Feoffments, and other former Assurance and Assurance whatſoever, by me made and executed thereof, and of every part and parcel thereof, ſhall be and inure, and are by theſe preſents declared to be meant, and intended to be and inure to the uſe and behoof of me the ſaid *A. B.* my Heirs and Aſſigns for ever. Any thing herein before contained, &c.

Containing the ſeveral Forms of Jointures, before and after Marriage.

*Upon a Marriage to be had.
This Covenant is ſometimes uſed.*

THIS Indenture made the, &c. Between *A. B.* of the one part, and *C. D.* and *E. D.* his Daughter of the other part: Witneſſeth, That the ſaid *A. B.* doth by theſe preſents, Covenant and grant to and with the ſaid *C. D.* his Executors and Adminiſtrators by theſe preſents, That he the ſaid *A. B.* ſhall and will, before the Feaſt of, &c. next enſuing the Date hereof, marry and take to Wife the ſaid *E. D.* Daughter of the ſaid *C. D.* if the Laws of the Church will permit the ſame, and the ſaid *E. D.* ſhall thereunto conſent and agree. And the ſaid *C. D.* for him, his Executors and Adminiſtrators, doth Covenant and Grant to and with the ſaid *A. B.* that the ſaid *E. D.* ſhall likewise before the ſaid Feaſt of, &c. Marry and take to Husband the ſaid *A. B.* if the Laws of the Church will permit the ſame, and the ſaid *A. B.* ſhall thereunto conſent and agree.

And

And the said *A. B.* doth for him, his Heirs, Ex-
 ecutors and Administrators, by these presents, in to stand
 consideration of the said Marriage so to be had and seiz'd after
 solemnized, and for the full and entire Jointure of the Marri-
 of the said *E. D.* in case she shall happen to over-
 live the said *A. B.* And in full recompence and sa-
 tisfaction of all the Dower and Title of Dower, *For Joynture, and in full sa-*
 which she the said *E. D.* by or after the Death of the *in full sa-*
 said *A. B.* shall or may have, to any the Mannors, *tisfaction*
 Lands, Tenements and Hereditaments, whereof the *of Dower.*
 said *A. B.* shall, during the Coverture between him
 and the said *E. D.* be seized of any Estate of Inhe-
 rittance; and for the advancement of the said *E. D.*
 and of the Heirs Male of the Body of the said
A. B. upon the Body of the said *E. D.* to be law-
 fully begotten. And for divers other good causes
 and considerations, him the said *A. B.* thereunto
 moving, doth for him and his Heirs, Covenant
 and Grant to and with the said *C. D.* his Heirs,
 Executors and Administrators, in manner and form
 following, That he the said *A. B.* and his Heirs,
 and all and every Person and Persons, and his
 and their Heirs, which now stand and be seized of
 and in all that Messuage, &c. [*Mention here the se-*
veral Messuages and Lands] and of and in every part
 and parcel thereof, shall from and after the said
 Inter-marriage, stand and be seized of all and sin-
 gular the said Messuages, Lands, Tenements, He-
 reditaments, and other the Premisses, with the
 Appurtenances, to the only uses and intents here-
 after, in and by these Presents expressed, limited
 and declared, and to no other use intent or pur-
 pose whatsoever, that is to say, to the only use
 and behoof of the said *A. B.* and *E.* for and during
 the term of the natural lives of them the said *A. B.*
 and *E.* and of the longer liver of them; and from
 and after the decease of the longer liver of the said
A. B. and *E.* to the use and behoof of the Heirs
 Male of the Body of the said *A. B.* upon the Body
 of the said *E.* lawfully to be begotten; and for de-
 fault of such Issue, to the use and behoof of the
 right Heirs of the said *A. B.* for ever.

*Another
before Mar-
riage.*

*Considera-
tion.*

The Uses.

*The Son and
his Wife to
have an
Annuity
during Fa-
thers life.*

This Indenture, &c. Between *A. B.* of the first part : *C. D.* and *E. F.* of the second part : and *C. B.* Son and Heir apparent of the said *A. B.* and *G. D.* one of the Daughters of the said *C. D.* on the third part. Whereas a Marriage is intended to be shortly (if God permit) had and solemnized between the said *C. B.* and *G. D.* Now witnesseth this present Indenture, That in consideration of the said Marriage, and of a competent Sum of Money by the said *C. D.* in hand paid, before the sealing hereof, to the said *A. B.* as the Marriage Portion of the said *G. D.* and of the natural love and affection which the said *A. B.* beareth unto the said *C. B.* and for provision of maintenance for the said *C. B.* and *G. D.* in case the said Marriage take effect : And for a competent Jointure for the said *G. D.* in case she shall happen to survive and overlive the said *C. B.* and in full recompence and satisfaction of all the Dower and Title of Dower, &c. He the said *A. B.* doth Covenant, &c. [to levy a Fine *come cco*, &c. of such Manors, Messuages, &c. unto the said *C. D.* and *E. F.*]

And it is Covenanted, Granted, Concluded, Declared and fully Agreed, by and between all and every the Parties to these presents, That the said Fine to be had and levied, as aforesaid, shall be and inure, and the said Cognizees therein to be named, and the Survivor of them, his and their Heirs, and shall stand be seized of and in the said Manors, &c. to the uses intents and purposes hereafter following : that is to say, to the end, intent and purpose, that the said *C. B.* and *G. D.* shall and may from and after the said Marriage, for and during the Term of their natural Lives, and the natural Live of the longer liver of them (if the said *A. B.* shall and do so long live) lawfully and peaceably have and receive out of the said Manors of &c. and all other the Premisses, one Annual Rent or Sum of Two hundred Pounds of lawful Money of *England* at two days or Feasts of the year : that is to say, At the Feast of the Annunciation of *St. Mary* the Blessed Virgin, and of *St.*

Michael

Michael the Archangel by even and equal Portions: the said Rent to be paid at or in the now dwelling House of the said *A. B.* situate and being in, &c. aforesaid, and the first payment thereof to begin at such of the said Feasts as shall next and immediately happen, after the said Inter-marriage had and solemnized. And that in default of payment of the said yearly Rent, or of any part thereof, at either of the Feasts or Days of payment aforesaid, contrary to the true intent and meaning of these presents; then and so often it shall and may be lawful to and for the said *C. D.* and *G.* and the Survivor of them, and their and either of their Assigns, into the said Manors, Messuages, &c. to enter and distrain for the said yearly Rent of Two hundred pounds *per Annum*, or any part thereof, and for the Arrears thereof (if any shall be) and the Distress and Distresses there taken and had, to lead, drive, take and carry away, impound, detain and keep, until they and every of them shall of the said yearly Rent of Two hundred pounds *per Annum*, and of the Arrearages thereof (if any shall be) be fully satisfied and paid.

*Clause of
Distress.*

And as to, for and concerning the said Manors, Messuages, Lands, Tenements and Hereditaments before mentioned, and every part and parcel thereof: It is further Covenanted, Concluded and Agreed, by and between the said Parties to these presents, That the said Fine shall be and inure, and the said Cognizees therein to be named, and the Survivor of them, and his and their Heirs shall stand and be seized of the said Manors, Messuages, Lands and Premises, to the use and behoof of the said *A. B.* for and during the term of his natural life, without impeachment of or for any manner of Waste, and from and after the decease of the said *A. B.* to the use and behoof of the said *C. B.* for and during the term of his natural Life, without impeachment of or for any manner of Waste, and from and after the decease of the said *A. B.* and *C. B.* to the use and behoof of the said *G.* for and during the term of her natural Life (in case

*Disposition
of the Pre-
misses after
the Father's
death.*

Quest. the said Marriage take effect, and she shall happen
whether to survive the said C. B.) in full satisfaction of
this be good Dower, &c. And after the Deceases of the said
within the A. B. C. B. and G. to the use and behoof of the
Stat. of 27 Heirs Male of the Body of the said C. B. on the
H. 8. be- Body of the said G. lawfully to be begotten : and
cause it in default of such Issue, to the use and behoof of
may possibly the Heirs Female of the Body of the said C. B. on
take no ef- the Body of the said G. lawfully to be begotten :
felt after and for default of such Issue, to the use and behoof
Husbands of the Heirs Male of the Body of the said A. B. law-
death. fully to be begotten : and for want of such Issue,
Vi. Coke to the use and behoof of the right Heirs of the said
fur Lit. A. B. for ever.

36. b. Provided always, That the said A. B. or any
Proviso, to Heir Male of his Body (in case the said C. B. shall
change the happen to die, having no Heir Male of the Body
use limited of the said C. B. on the Body of the said G. begot-
to Daugh- ten, then living) shall pay or cause to be paid un-
ters, upon to the Daughter or Daughters of the said C. B.
Portions on the Body of the said G. to be begotten : These
paid. several Sums following of lawful Money of Eng-
land, viz. unto the Daughter of the said C. B. in
 case he hath but one, the full Sum of One thou-
 sand and two hundred Pounds, and in case he
 shall have more Daughters than one by the said G.
 then to all the said Daughters of the said C. B.
 the Sum of Two thousand Pounds, among and be-
 tween them equally to be divided : The said pay-
 ments to be made at their respective Ages of
 Eighteen years, or Days of Marriages, which of
 them shall first happen : Or if the said A. B. or
 any Heir Male of his Body shall at any time or
 times by such Security, as the said C. D. and E. F.
 or the Survivor of them shall direct in Writing
 under their Hands, or the Hand of the Survivor
 of them, sufficiently secure the Payment of the
 said Sum or Sums in manner aforesaid : That then
 and from thenceforth the Estate Use and Limita-
 tion of the Premises, to the Heirs Female of the
 said C. B. on the Body of the said G. to be begot-
 ten, shall cease and determine ; and the said Fine
 and

and Fines shall be and inure, and the said Cognizees and their Heirs, shall stand and be seized of all and singular the Premises, from and after the death of the said C. B. and G. and payment made or Security given as aforesaid, to the use and behoof of the Heirs Male of the Body of the said A. B. and for want of such Issue, to the use and behoof of the right Heirs of the said A. B. forever. With usual Covenants, &c.

This Indenture, &c. Between A. B. of the one *A Jointure* part; and C. D. and E. F. of the other part: *made be-* Witneseth, That for and in consideration of a *fore Mar-* Marriage to be shortly had and solemnized between *riage with* the said A. B. and E. G. of ——— Widow (late *a Widow;* the Wife of H. G. deceased) and for the future *with sever-* good and advancement of the said E. G. and in te- *ral useful* stimony of the singular good will and affection, *Covenants.* which he the said A. B. hath and beareth unto the said E. G. and for other good Causes and Considerations, him the said A. B. thereunto moving: He the said A. B. doth Covenant, &c. [*Here put a Covenant with C. D. and E. F. to stand seized from and after the said Inter-marriage of and in a Manor, &c.*] To the only use and behoof of the said *The Uses.* A. B. and of the said E. and of the Heirs and Assigns of the said A. B. for ever, for the Jointure of the said E. in case she shall happen to survive and over-live the said A. B. and in full satisfaction of Dower, &c.

And the said A. B. for himself, his Heirs, Ex- *Covenants* ecutors and Administrators, doth Covenant and *against In-* Grant to and with the said C. D. and E. F. and ei- *cumbrances* ther of them, their and either of their Executors and Administrators by these Presents, in manner and form following, that is to say, That he the said A. B. his Heirs, Executors, Administrators and Assigns, shall and will from time to time and at all times hereafter, well and sufficiently save, defend and keep the said Mannor, &c. and all other the Premises, and every part and parcel thereof, of and from all and all manner of former and other Bargains, Sales, &c. [*as in a Covenant against*

That the against Incumbrances.] And that the said Mannor,
Manor is of Lands, Tenements, and other the Premisses, now
such value. are and be of the clear yearly value of One hundred
Further pounds per Annum, over and above all Charges and
Assurance. Reprises. And here also may be added a Covenant

from *A. B.* for further Assurance, &c. viz. for the
 better and more perfect assuring and sure making
 of all and singular the Premisses to the said *E. G.* for
 term of her life only, in form aforesaid. And that
 all and every the Feoffments, Fines, Conveyances and
 Assurances, to be had, made, knowledged, done,
 suffered or executed, of the said Premisses, or any
 part thereof, by the said *A. B.* during the life of
 the said *E.* shall be and inure, to the uses, intents
 and purposes aforesaid, and to none other use, in-
 tent or purpose whatsoever. And further that she
 the said *E.* from and after the decease of the said
A. B. (according to the intent and true meaning
 of these presents) shall or lawfully may, during
 the term of her natural life, have, hold, and qui-
 etly enjoy the said Mannor, &c. without any law-
 ful let, suit, eviction or interruption, of the Heirs
 or Assigns of the said *A. B.* or of any other person
 or persons whatsoever, lawfully claiming by, from
 or under the said *A. B.* his Heirs or Assigns, or
 any of them.

*Not to in-
 termeddle
 with his
 Wives and
 Childrens
 Portions.*

And the said *A. B.* for himself, his Executors
 and Administrators, doth Covenant and Grant to
 and with the said *C. D.* and *E. F.* and either of
 them, their and either of their Executors and Ad-
 ministrators by these presents, that he the said
A. B. his Executors or Administrators shall not at
 any time or times hereafter, have, receive, take,
 or any way intermeddle with the Portion or Por-
 tions, Legacy or Legacies, or any part thereof
 appertaining or belonging, given and bequeathed,
 due, or to be due to *I. G. B. G.* and *R. G.* the Chil-
 dren of the said *E. G.* or any of them, or with the
 Increase or Profits thereof, or by reason of the
 same arising, coming or growing, or that hereafter
 shall arise, come or grow of the same, or any part
 or parcel of the same increase, other than such
 parcel

parcel thereof, as by Covenant hereafter, in these Presents expressed, is yearly to be paid unto the said *A. B.* or his Assigns, for and towards the charges of bringing up the said Children, but shall permit and suffer the said *C. D.* and *E. F.* and the Survivor of them, and the Executors or Administrators of the Survivor of them, to have the ordering, putting forth and disposing of the said Portion and Portions, Legacy and Legacies, Sum and Sums of Money, appertaining and belonging unto the said Children, and every of them, and every part and parcel thereof, and of the increase and profits arising by the said Money, and every part thereof, for the benefit and advantage of the said Children respectively, according to the appointment and direction of the said *E. G.*

And that he the said *A. B.* shall deliver, or cause to be delivered unto the said *C. D.* and *E. F.* or up all the the Survivor of them, upon reasonable request by Specialties, him or them to be made, all such Bonds, Obliga- which tions and Specialties, wherein or whereby any touch the person or persons are or do stand bound unto the Childrens said *E.* for, touching or concerning the said Por- Portions to tions, or Money of the said Children, or any of the Tru- them, as shall come unto the hands or possession stees. of the said *A. B.* and shall also make, seal, and duly execute unto the said *C. D.* and *E. F.* or the Survivor of them, such Letter or Letters of At- To make torney, for the better enabling them, or the Sur- Letters of vivor of them, to sue for and recover the Sum and Attorney Sums of Money contained in the said Bonds, Ob- to sue for ligations and Specialties, or any of them, as by Portions. the said *C. D.* and *E. F.* or the Survivor of them, or the Council Learned of them, or the Survivor of them, shall be devised, advised or required, for the use and benefit of the said Children. And that the said *A. B.* shall not release or discharge the said Bonds, Obligations or Specialties, or any of them, or any Suit, Action or Actions, Judg- Not to dis- charge Specialties, or release Suits. ment or Judgments, to be had or prosecuted upon the said Bonds, Obligations or Specialties, or any of them, by force of the Authority to be given

as

as aforesaid, nor shall at any time hereafter release or countermand the said Letter or Letters of Attorney, to be given as aforesaid, or any of them.

*To permit
his Wife
to make a
Will.*

And that he the said *A. B.* shall and will permit and suffer the said *E.* to dispose by her last Will and Testament in Writing, to any person or persons whatsoever, any Sum or Sums of Money, at her pleasure (not exceeding in the whole the Sum of Five hundred Pounds) And that he the said *A. B.* shall not any way countermand or revoke the same. And that he the said *A. B.* his Executors and Administrators (in case he shall happen to survive the said *E.*) shall and will well and truly satisfie, content and pay, or cause to be satisfied, contented and paid, the Legacies in and by the said Will of the said *E.* to be devised as aforesaid, or so much of them as shall not exceed the Sum of Five hundred Pounds, according to the purport and true meaning thereof, within one year next after the decease of the said *E.* upon the lawful and reasonable demand of the several and respective Legacies, to whom such Legacy or Legacies shall be given as aforesaid.

*The Trustees
to make
yearly allowance
for the
Childrens
Maintenance.*

And the said *C. D.* and *E. F.* for them and either of them, their and either of their Executors and Administrators, do Covenant and Grant to and with the said *A. B.* his Executors and Administrators by these presents, That they the said *C. D.* and *E. F.* or one of them, their or one of their Executors or Administrators, shall and will yearly, from and after the said Marriage so had and solemnized as aforesaid, and during so long time, as the said Children, or any of them, shall be at the finding and providing of the said *A. B.* well and truly pay, or cause to be paid unto the said *A. B.* for every of the said Children so sojourning with and being provided for, by the said *A. B.* the Sum of, *&c. per Annum*, at the Feasts of *&c.* by even and equal Portions, out of the increase and profit arising and accruing by their respective Portions as aforesaid. And that the said *C. D.* and

and E. F. and the Survivor of them shall imploy and bestow the residue of the said increase and profit in such sort and manner as the said E. shall direct and appoint, for the further benefit and advantage of the said Children. And that they the said C. D. and E. F. and the Survivor of them shall from time to time, when he or they shall be thereunto required by the said E. yeild and make unto the said E. a just, true and perfect account of the said increase or profit arising or growing, from or by the said Childrens Portions or Sums of Money.

In witness, &c.

This Indenture made, &c. Between A. B. and E. his Wife on the one part: and C. D. and E. F. on the other part, witnesseth, That for and in consideration of a Marriage lately had and Solemnized, between the said A. B. and the said E. (Daughter of the said C. D.) and in performance and accomplishment of such Articles and Agreements that passed and were made upon the conclusion of the said Marriage: And for the making and assuring of a competent Jointure to and for the said E. in case she shall happen to over-live the said A. B. He the said A. B. for himself, his Heirs; Executors and Administrators, doth Covenant and grant to and with the said C. D. and E. F. and either of them, their and either of their Heirs; Executors and Administrators, and every of them by these presents: That he the said A. B. and E. his Wife, &c. [To levy a Fine to C. D. and E. F. and sur Cognizance de droit come ceo, &c. of Messuages, Fine, Lands, &c.]

And it is the true intent and meaning of all the said Parties to these presents: And the said A. B. for himself, his Heirs, Executors, and Administrators, doth Covenant and grant to and with the said C. D. and E. F. their Heirs, Executors, and Administrators, and every of them these presents, That the said Fine so to be had and levied as aforesaid, of the said Messuages, Lands, &c. shall

shall be and inure, and the said C. D. and E. F. and the Survivor of them, his and their Heirs shall stand and be seized thereof, and of every part and parcel thereof, to the use and behoof of the said A. B. and his Assigns, for and during the term of his natural life, and from and after his Decease to the use and behoof of the said E. for and du-

For a Join- ture and in satisfaction of all such Dower as the said E. may hereafter have or claim, of, or out of Dower.

ring the term her natural life, for her Jointure, and in full satisfaction of all such Dower as the said E. may hereafter have or claim, of, or out of any Lands, Tenements or Hereditaments, whereof the said A. B. now is, or shall be at any time seized of any Estate of Inheritance, during the Coverture between the said A. B. and the said E. And from and after the Decease of the said A. B. and E. and the Survivor of them, To the use and behoof of the Heirs Male of the Body of the said A. B. on the Body of the said E. lawfully to be begotten, and for want of such Issue to the use and behoof of the right Heirs of the said A. B. for ever: [with usual Covenants] Then add this Cove-

Covenant to alter the use to his Wife upon her suit for Dower.

nant: And it is further Covenanted, Granted, Concluded and Agreed, by and between the said Parties to these presents, That if the said E. after the Death of the said A. B. (in case she shall happen to over-live him) shall disagree to, and refuse to accept of the said Messuages and Lands hereby settled on her; as aforesaid; for and in name of her Jointure; and shall commence or sue any Action at Law, or Suit for any Lands, Tenements or Hereditaments, which were the Inheritance of the said A. B. during the Coverture between them, for her Dower, or upon her Title of Dower, That then and from thenceforth, from and after the commencement of such Action or Actions, Suit or Suits, the Uses or Estates herein before limited, shall cease, determine and be utterly void, and then and from thenceforth the said C. D. and E. F. shall stand and be seized of all and every the Premises aforesaid, to the use and behoof of the said A. B. his Heirs and Assigns for ever: This Indenture, or any thing herein before con-

contained, to the contrary thereof in any wise notwithstanding.

This Indenture, &c. Between *A. B.* of the one part ; and *C. D. E. F.* and *G. H.* of the other part :
 Witnesseeth that the said *A. B.* for and in consideration of a Marriage heretofore had and Solemnized, by and between the said *A. B.* and *E.* his now Wife, and for the settling of a competent Jointure on the said *E.* if she shall happen to Survive and over-live the said *A. B.* and for the settling, assuring and conveying of all and singular the Manors, Lands Tenements, and Hereditaments hereafter mentioned, with their and every of their Appurtenances, in the Name and Blood of the said *A. B.* for so long time as it shall please Almighty God, and to the several uses, intents and purposes, and in such manner and form, as hereafter in and by these presents is expressed, mentioned and declared, and according to, and in pursuance of a certain Agreement between the said *A. B.* and *G. H. I. K.* &c. before the said intermarriage had and made, and also for divers good Causes and Considerations, him hereunto especially moving: Hath granted, aliened, released, enfeoffed and confirmed, and by these presents doth grant, alien, enfeoff, release and confirm unto the said *C. D. E. F.* and *G. H.* All those his Manors of *A.* and *B.* &c. and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof. To have and to hold the said Manors, &c. and all and singular other the Premises hereby conveyed and assured, or mentioned, or intended to be conveyed and assured, with their and every of their Rights, Members and Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, and of every part and parcel thereof, unto the said *C. D. E. F.* and *G. H.* their Heirs and Assigns for ever.

Another after Marriage by way of Feoffment to uses. Consideration.

The Feoffment.

To

*The uses of
the Manor
of A.*

To the several uses, intents and purposes, and upon the Trust and confidence, and under the several Provisions, Conditions and Limitations, hereafter in and by these presents expressed, limited and declared, and to none other use, intent or purpose whatsoever: That is to say, As to, for,

To A B. for his life, after the death of his Wife for Jointure. and concerning the said Manor of *A. &c.* To the use and behoof of the said *A. B.* for and during the term of his natural life, without Impeachment of, or for any manner of Waste: And from and after his Decease, to the use and behoof of

To 1. 2. 3. &c. Sons in Tail. the said *E.* his Wife, and her Assigns, for and during the term of her natural life, for her Jointure, and in lieu and recompence of her Dower, and Title of Dower: And from and after the several Deceases of them the said *A. B.* and

If they have any Sons, at the time of the limitation, they are to be named.

the first Son of the Body of the said *A. B.* on the Body of the said *E.* lawfully begotten, or to be begotten, and of the Heirs Male of the Body of such first Son lawfully to be begotten. And for default of such Issue, to the use and behoof of the second Son, of the Body of the said *A. B.* on the Body of the said *E.* lawfully begotten or to be begotten, and of the Heirs Male of the Body of such second Son, lawfully to be begotten, &c. [and so even to the Tenth Son.] And for default of such Issue to the use and behoof of every other Son and Sons of the Body of the said *A. B.* on the Body of the said *E. B.* lawfully to be begotten, and of the Heirs Male of the Body of every such Son and Sons lawfully to be begotten, according to their Seigniority of Age, and Priority of Birth, the elder Son, and the Heirs Male of his Body, being always preferr'd before the younger Son, and the Heirs Male of his Body: And for default of such Issue, to the use and behoof of the Heirs of the Body of the said *A. B.* and for default of such Issue, to the use and behoof of the right Heirs of the said *A. B.* for ever. And as, to, for,

*The uses of
the Manor
of B.*

and concerning the said Manor of *B. &c.* and all other the Messuages, Lands, Tenements, Hereditaments

ditaments and Premisses, with their and every of their Appurtenances, whereof no Use or Uses is; or are before herein limited, To the use and behoof of the said *A. B.* for and during the term of his natural life, without impeachment of or for any manner of Waste; and from and after his Decease, to the use and behoof of the said *C. D. E. F.* and *G. H.* their Executors and Assigns, for and during the term of One and twenty years, to commence immediately from and after the Decease of the said *A. B.* and from thence next ensuing, and fully to be compleat and ended, upon trust and confidence, and to the uses, intents and purposes, hereafter in and by these presents expressed, limited and declared. And from and after the end, expiration or other determination of the said term of One and twenty years: To the use of such Person and Persons, for such Estate and Estates, and in such manner and form as the said *A. B.* by his Deed or Deeds in Writing, Sealed and executed in the presence of Three or more credible Witnesses, shall in his life time declare, limit or appoint: And in default of such Declaration, Limitation or Appointment: Then to the use and behoof of the right Heirs of the said *A. B.*

To A. for life, after to the Feoffees for years in trust.

The use limited after the term.

And the true intent and meaning of these presents is, and the special Trust and Confidence in them the said *C. D. E. F.* and *G. H.* their Executors and Administrators hereby reposed, as to the said Estate for Years to them limited, as aforesaid is: That in case the said *A. B.* shall depart this life, having at the time of his Decease, one, two, or more Daughter or Daughters of his Body, on the Body of the said *E.* lawfully begotten, then living and unprefer'd in Marriage, or leaving the said *E.* with Child of one or more Daughter or Daughters, who after shall be born alive: That then the said *C. D. E. F.* and *G. H.* the Survivors and Survivor of them and the Executors or Administrators of the Survivor of them, shall and will out of the Rents Issues and Profits of the said

The Declaration of the Trust.

To pay Daughters Fortieth.

Manor of B. and other the Premisses so to them limited, as aforesaid, for years, raise and levy so soon as conveniently may be, for the Portion or Portions of such Daughter or Daughters, which he the said A. B. shall leave at his Decease; unpreferred as aforesaid, and with which he shall leave with Child, the said E. as aforesaid, viz. If there be but one, the Sum of Two thousand pounds of good and lawful Money of England, to be paid unto her at her Age of Eighteen years, or Day of Marriage, which shall first happen, or so soon as the said Sum of Two thousand pounds can be raised, and if there be Two Daughters, the Sum of One thousand pounds apiece; or if there be Three or more Daughters, the Sum of Three thousand pounds in the whole, to be equally divided between the said Daughters, share and share like: All and every the said Sums to be paid unto the said Daughters, severally and respectively, at their several and respective Ages of Eighteen years, or their several and respective Marriages, which of them shall first happen, or so soon as the same can be conveniently raised, as aforesaid; in which respect the elder Sister is to be preferred in payment before younger unmarried.

*In case
any of the
Daughters
die, her part
to go to the
Survivors.*

And in case any of the said Sisters shall happen to Die before her or their Marriage, or Age of Eighteen years, That then such part or proportion, of the said Sister or Sisters so Dying, shall accrue and come unto the surviving Sister, if but one, and if more than one survive, then unto the Sisters so surviving, to be equally divided between them, share and share like. And upon this further trust and confidence, that if it shall happen the said A. B. to die, leaving only one Daughter, or two or more Daughters of his Body on the Body of the said E. begotten, then living, or afterwards to be born as aforesaid: And that such

*How the
sums shall be
disposed, if
all the
Daughters
die.*

Daughter or Daughters shall all happen to die before she or they shall be Married, or accomplish the several and respective Ages of Eighteen years, as aforesaid, That then and in such case the said several

Several Sum and Sums of Money intended for the Portion or Portions, Advancement or Advancements of such Daughter or Daughters as aforesaid, or so much thereof as shall be raised or levied out of the Rents, Issues and Profits of all or any the Premises (all charges and expences being defrayed, wherein a full and liberal allowance shall be made and given) shall be satisfied and paid unto such Person or Persons, as the said A. B. by any Writing under his Hand and Seal, Subscribed and Sealed in the presence of Two or more credible Witnesses, shall limit and appoint; and in default of such Limitation and Appointment, to the Executors or Administrators of the said A. B. And upon this further trust and confidence, and to the end, intent and purpose, that the said C. D. E. F. and G. H. and the Survivors and Survivor of them, his and their Executors and Administrators, shall out of the Rents, Issues and Profits of the said Manor of B. &c. and Premises, so to them limited for raising of Portions as aforesaid, with their and every of their Appurtenances, levy and pay, or cause to be levied and paid to and for the maintenance of such Daughter and Daughters as aforesaid, if there be but one Daughter only, the Sum of Fifty pounds *per Annum*, and if there be two or more Daughters, the Sum of Thirty pounds *per Annum* apiece, until such Daughter or Daughters respectively, shall attain to her or their Age or Ages of Eighteen years, or shall be Married, and her or their Portions paid as aforesaid.

Provided always, and it is the true intent and meaning of these presents, and of all the parties hereunto, That if the said A. B. shall happen to depart this life, without any Issue Female of his Body, upon the Body of the said E. begotten, without leaving the said E. with Child, of one or more Daughter or Daughters that shall be born alive, That then the Estate so limited as aforesaid, to the said C. D. E. F. and G. H. for One and twenty years, shall cease, determine and be

After the Portions raised the Estate limited for years to cease.

utterly void. Provided also, That from and immediately after such time or times, as the aforesaid C. D. E. F. and G. H. their Executors or Assigns, shall or might have levied and raised the said several Sums for Portions, and present maintenance of such Daughter and Daughters as aforesaid, that then the said Estate for years limited, to them in trust as aforesaid, shall cease, determine and be utterly void. And the said Manor of B. and all and singular other the Premises, so to the said C. D. E. F. and G. H. limited for years, in trust as aforesaid, shall immediately go and be to such Person and Persons to whom the Reversion or Remainder of the Premises shall belong and appertain.

The limitation to Wife, as to a 5th part; to be altered upon her second Marriage.

Provided always, and upon this further Condition, and to the further use, intent and purpose, That if the said A. B. happen to depart this life, leaving one Son or more of his Body, on the Body of the said E. lawfully begotten: And the said E. do him Survive, and do afterwards intermarry, or take another Husband; That then, from and immediately after such Marriage as aforesaid, As for and concerning one fifth part of the said Manor of A. &c. (the whole in five parts being divided) before in and by these presents limited and appointed, or mentioned to be limited and appointed to and for the Jointure of the said E. the use and Estate hereof limited and appointed, as aforesaid, to the said E. shall cease, determine and be utterly void, and that then and from thenceforth the said C. D. E. F. and G. H. and the Survivors and Survivor of them, his and their Heirs and Assigns, shall stand and be seized of the said fifth part of the said Manor of A. &c. immediately from and after the said intermarriage, to the use and behoof of the said Son (or of the eldest Son, in case there be more) for and during the term of the natural life of the said E. Any thing herein before contained, to the contrary thereof in any wise notwithstanding. Here may be added a Covenant to alter the use to the Wife, in case of her

her suit for Dower; and also Covenants that *A. B.* is seized in Fee, and hath authority to assure the Premises to the uses before, and to make further assurance; and also a Power to *A. B.* to revoke all the uses, except what is limited to his Wife.

This Indenture. &c. Between *A. B.* on the one *ARent set-* part, and *C. D.* and *E. F.* on the other part: Whereas *led on the* a Marriage is by the grace of God, to be shortly *intended* had and solemnized, between the said *A. B.* and *Wife for sa-* *E. D.* Daughter of the said *C. D.* Now witnesseth *tisfaction of* this present Indenture, that for the absolute and *Dower.* perfect Jointure of her the said *E. D.* in case the said Marriage take effect, and for and in recom-*Considera-* pence, barr, and full satisfaction and discharge *of ion.* all and singular the Dower, or Title of Dower, which the said *E. D.* shall or may have or lawfully claim, of, in, or to the Lands, Tenements or Hereditaments of the said *A. B.* he the said *A. B.* hath given, granted, enfeoffed and confirmed, and doth by these presents, give, grant, enfeoff and *The Feoff-* confirm unto the said *C. D.* and *E. F.* their Heirs *ment.* and Assigns for ever. All that, &c. To have and to hold the said Messuage, Lands, Tenements and Premises, and every part and parcel thereof, with their and every of their Appurtenances, unto the said *C. D.* and *E. F.* their Heirs and Assigns for ever: To the uses intents and purposes hereafter mentioned: That is to say, To the use, end and *The uses; to* intent, that the said *E. D.* (in case the said Marriage take effect) may immediately, from and af-*charge the* *same with* ter the Decease of the said *A. B.* if she happen to *a Rent.* Survive him, have, perceive and take out of the said Messuage, Lands, Tenements and Premises, for term of her natural Life, One annual Rent, or yearly Sum of One hundred pounds *per annum* of good and lawful Money of *England*, at two days or Feasts in the year: That is to say: At the Feast of the Annunciation of St. *Mary* the blessed Virgin, and the Feast of St. *Michael* the Archangel, by even and equal Portions, the first payment thereof to begin at such of the said Feasts, as shall next and immediately happen,

The Forms of Jointures.

from and after the Decease of the said *A. B.* To have, perceive and enjoy the said Annuity, of yearly Rent of One hundred pound *per Annum*, from and after the Decease of the *A. B.* unto the said *E.* and her Assigns, for and during the term of her natural life: the first payment thereof to begin as aforesaid.

*Clause of
Distress.*

And further, to this use, intent and purpose, That if it shall happen the said Annuity or yearly Rent of One hundred pounds *per Annum*, or any part thereof, to be behind or unpaid, after either of the said Feast Days whereon the same ought to be paid as aforesaid, That then and from thenceforth, it shall and may be lawful to and for the said *E. &c.* [to enter and Distrain as in a grant of a Rent] And as for touching and concerning all and every the said Messuage, Lands, Tenements and Premisses, herein before mentioned, to be granted, enfeoffed and confirmed unto the said *C. D.* and *E. F.* and their Heirs: It is the true intent and meaning of all the Parties to these presents, That the said *C. D.* and *E. F.* and their Heirs, shall stand and be seized thereof, and of every part and parcel thereof, to the only use and behoof of the said *A. B.* his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever: nevertheless the said Premisses, to be charged and chargeable with the said Annuity or yearly Rent, as aforesaid.

*The use of
the Lands
charged.*

Articles

Articles of Agreement for Building.

*Articles of Agreement Indented, had,
made and concluded upon the, &c.
Between A. B. of the one part, and
C. D. of the other part.*

WHereas the said C. D. hath undertaken *Undertak-*
to Build on a certain piece or parcel of *ing to Build*
Ground, Situate in a New Street designed *on certain*
to be built by the said A. B. and to be called *Arundel* *Ground.*
Street, parcel of the Ground belonging to a House,
called, &c. viz. in and upon all the piece or parcel
of Ground, lying on the East side of *Arundel* Street,
containing Thirty and Two Foot in Front, to the
said Street, and in depth West to East, Fifty Foot
of Assize more or less, and abuts West on the
said Street North on Ground demised by the said
A. South on other Ground of the said A. and East
on a Street intended to be built, &c. Now it is Co- *Covenant to*
venanted, &c. by and between, &c. in &c. viz. *Build at his*
First the said C. D. &c. with the said A. B. &c. That *own Charge.*
he the said C. D. &c. shall and will at his and their
own proper cost, &c. Build, &c. so much Build-
ing on the said piece or parcel of Ground, Situ-
ate in a New Street as shall take up in a continued
Building the whole Front of the said Ground next
Arundel Street aforesaid, and in depth to continue
not less than Thirty Foot in Building, with such
proportions of Brick, and such Scantlings of Tim- *Proportions*
ber, heights and numbers of Stories as hereafter *and Scant-*
is limited and appointed, viz. the Cellars and all *lings.*
other Stories of the said Buildings to be of such
heights as is set forth for the second rate of Build-
ings, in a late Act of Parliament for Rebuilding
the City of London, the fore Front, and back Fronts
to betwo Bricks and an half thick to the top of the
A a 4 Cellar

*First and
second floor.*

Cellar Floor; the first and second Stories to be two Bricks in thickness, the third Story above Ground to be one Brick and a half in thickness, and the Garrets one Brick in thickness; the Partition Walls between House and House to be two Bricks in thickness at the least, to the top of the Cellar Stories, and from thence to the Garret-Floor, to be one Brick and half in thickness at the least, and above the Garret Floors, one Brick in thickness, the Brickwork in the fore Fronts to be wrought with Stock Bricks not rubbed, the straight Arches in the Front, to be Brick and half, and to rub the Bricks round the Jambs of the Window, in the Brickwork of the fore Fronts, and to work a Facia at every Story of each House in the Front with O. G. at the Foot of it; that the said Brick shall be a good sufficient well burnt brick, and the Morter well wrought and tempered, and made of good Lime and Sand, or such other Stuff as the said *A. B.* or his Surveyors shall appoint. That there shall be a Balcony of Wood or Iron, to the Front of every House, which shall not project more or less than Three Foot and an half, beyond the upright of the said Houses, with a Cantilever Cornish all along the said Front, to *Arundel* Street, according to a Model thereof to be Signed by the said *A. B.* or his Surveyors, on the behalf of the said *A. B.* which Cantilever Cornish shall be kneeled as the said *A. B.* or his said Surveyors shall appoint: That there shall be Lucern Windows in the Fronts of the Roofs, with Frontispieces, and Leaded on the top of the Cornish; that if any Penthouses shall be made, the same shall be Slated with Blew Slate, or Leaded, and not project further than the Balconies: That the said Houses shall be Glazed in all the Windows in the Fronts (excepting the Cellars and Garrets) with square Glafs, and that the Peers between the Windows shall be Three Bricks in length, That the Timber in the first Floors shall be of Oak, the Girders Thirteen and Ten Inches, and not bearing above Twenty Foot in length, and when longer

*Brick well
burnt.*

*Lucern
Windows.*

*Peers three
Bricks in
length.*

*Timber
New Oak*

or

or shorter to rise, or fall in proportion, and to have Ten Inches hold at least, the Joysfs Seven and Three Inches, and if bearing more or less than Ten Foot long, to rise or fall in proportion, and not to lie above 12 Inches asunder, and to be cut square, and to bear the same Scantling at both Edges; the Timber of all the other Floors to be of good Firr, the Girders on the second Floor to be Fifteen and Eight Inches and half, and the Joysfs Eight and Three Inches, both to rise and fall in proportion to their length; on the Third Floor Fifteen and Eight Inches and a half, and the Joysfs Eight and Two and a half, bearing like proportion according to the length; the Fourth Floor Fourteen and Eight Inches, the Joysfs Eight and Two Inches, and an half, with like proportion; that the Windows of the said Houses shall be of Good Oak Timber double Rabbitted, not Canted, but carried upright, the Heads, Soils and Jambs Four and Three Inches and half, the Muntions and Transoms Four and Three Inches and half; that the Roofs shall be of Oak or good yellow Firr, that the principal Rasters shall be at the bottom Seven Inches and a half square, and at the top seven Inches, not to spann above Twenty four Foot from the Front, if more or less to rise and fall in proportion; that the Purloins shall be Eight and Seven Inches, that the small Rasters above the Purloins shall be Five and Two Inches and an half; the small Rasters under the Purloins, Five and Three Inches, and that no Joists or Rasters shall lie above Twelve Inches asunder; the Plates Seven and Six Inches, the Enterstices, Posts and Braces Six and Five Inches, the Quarters Four and Two Inches and half, set edgeway, and no Quarter to stand above Thirteen Inches asunder; that no Timber be laid within Twelve Inches of the Foresides of the Chimney Jambs, and that all Joists on the back of any Chimney be with Timber at Six Inches Distance from the back, and that no Summers or Girders shall lie over the Heads of any Doors or Window, and that all the ends

*Other Floors
good Firr.*

*Windows
Oak Timber
Rabbitted,
double not
Canted.*

*Roofs of
Oak or yellow
Firr.*

*No Timber
near Chim-
neys.*

*Stairs.
Mantle-
trees.*

Shops.

*Ship Win-
dows and
Doors.*

*The Builder
shall allow
for Party-
Walls.*

*Level and
Pave the
Street.*

*Oaken Posts
in the Street*

ends of Timber that lie in Walls shall be laid in Loom: That all the Stairs shall be Ebone board, of one Inch thick; that all Mantle-trees shall be of Oak Timber, and not less than Seven and Nine Inches; that the Tassels shall be of Oak Three Inches thick, and to reach within Four Inches of the back of the Chimney. That if the said C. D. his, &c. shall make any Shops in the Fronts of the said Houses, that the same shall be one Brick and half from the upper side of the Brest Summer to the Plate of the Roof, and that the Brest Summer shall be of good Oaken Timber, Thirteen and Fourteen Inches, the Story Posts Ten and Seven Inches, and the Plates Twelve and Seven Inches, all of good Oak: The Shop Windows and Doors to be Glued and Batten'd, and lined with slit Deal. That the thick of the fence Walls betwixt the Yards shall be one Brick and half, and Eight and half or Nine Foot high, above the Ground. And the said, &c. That he, &c. shall and will allow, and pay unto such Person or Persons as shall build any Party Walls, one Moiety of all such charges as he shall lay out, and expend in making the same. And also shall and will pay to the said, &c. so much in proportion according to the said Front, shall amount unto for making of the Common Sewer in Arundel Street, within Three Months after the same shall be made, the Charges to be ascertained by his Lordship's Surveyor; and also shall and will make Drains from the said House or Houses into the said Sewer, and that no House of Office shall have Issue into the same; and also shall Level and Pave the said Street, so far as to the middle of the same, all along so far as the said Front extendeth. as by the said Surveyor shall be set out, and shall Pave all along by the said Ground Four Foot in depth, from the upright of the said Walls of the said Building with Purbeck or Swindon Stone, Descending one Inch at least, from the Wall, and set up Oaken Posts of Seven Inches square, and Three Foot and half above the Ground, Twelve Foot each from the other, all along before the

the said Ground in the Street at Five Foot distance from the upright of the said Wall, and make Kennels all along the said Street, next the said Posts, and cause all the Rubbish and Soil, made from time to time to be carried away, that no Annoyance or Damage may grow or accrew thereby to the said Earl his, &c. And no House to rise above one Step from the Level of the said Street. And the said C. D. doth for himself, his Executors Administrators and Assigns, Covenant, &c. to and with, &c. That if he the said C. D. his Executors, Administrators and Assigns, shall do any Act or thing relating to the said Buildings contrary to the Tenor and intent of the said Articles and Agreements, and the same shall be so adjudged by the Commissioners appointed by his Lordship, that then after notice given to the said C. D. &c. by the Surveyor of the said Earl, &c. or any Person lawfully Authorized by him or them, he the said C. D. &c. shall and will pay unto the said Earl, &c. Ten shillings a Week, for every Week the same continues unreformed; and if any difference shall arise between him the said C. D. &c. and any other Tenants of the said Earl touching any party Wall or otherwise concerning the Premises, that he the said C. D. shall and will refer the same and stand to the Award and Arbitrament of the said Earl, concerning the same; And likewise shall and will permit and suffer the said Earl his, &c. and his and their Assigns, Officers or Servants, with Workmen or others, at convenient times in the day time, to enter and come into and upon the Premises, to view search and see whether the Premises aforementioned do proceed and be finished, according to the Agreement before in these presents contained. And lastly, That the said Houses shall be well and sufficiently Glazed, Tiled and Plastered, and in all things well and compleatly finished with Brick, Carpenters, Plasterer, Smith, Glazier, Plummers and Painters Work, and in all things made fit for Habitation and Dwelling, whether herein mentioned or omitted

Any thing done contrary to Agreement, the same as terminated by Commissioners.

If difference between the Tenants to stand to award of the Landlord.

Finished at ted, or not rightly mentioned, at or before the
or before our Annunciation of, &c. which will be in the Year
Lady-day. of our Lord God, 1678. And that the said Earl

First Build- point that the first Builder shall have full power to
der to set set the one half of any party Wall or fence Wall,
party Wall. or party Rafter or party Gutter, upon the Ground
 or Building of the next Builder, and that the next
 Builder shall pay to him the Moiety, or half charge
 of all and every such party Walls, fence Walls,
 or party Rafter or party Gutter, according to the
 true value thereof. so soon as the same shall be
 made use of. And the said Earl, &c. doth Cove-

The Land- nant, &c. That the said Earl, &c. shall and will
lord to take on or before the First day of *March* next, &c. take
off all Build- off and clear all Buildings whatsoever, so as the
ings. several Streets in a certain Model of the Ground,
 belonging to *Arundel* House shall be cleared and
 set out, according to the Dimensions therein Ex-
 pressed, except in the Cross-Street called *Howard*
 Street, which shall be cleared and done on or be-

The Land- fore, &c. 1679. And also, That he the said Earl, &c.
lord to bear shall and will in all places in the said Ground, in
all charges his own Hands or Occupation, bear all such
of Paving, charges of Paving, Levelling, making of Sewers,
of his own or otherwise make and do the same, according to
Ground. his Proportion in the same, as in these presents
 are, &c. on the part and behalf of the said C. D.
 &c. and also that he the said Earl shall and will at
 or before *Michaelmas* now next ensuing, take in
 and Wall with a good and sufficient Wall, Forty
 Foot of the Soil of the River of *Thames*, and make
 Commodious and good Stairs down to the said
 River, at the South end of *Arundel* Street and *Sur-*
ry Street. And Lastly, the said Earl, for, &c. That
 he, &c. shall and will within a Month after the
 first Floor above Ground of the said Building,
 shall be built upon notice to him or them given,
 make unto the said C. D. &c. one or more good
 and

and sufficient Lease or Leases, in Law with convenient Covenants of all and singular the said parcel of Ground, hereby mentioned to be built for *Leases Rent* and during, &c. Rendring a Pepper-corn for the *dring a Pepper* first Year, and Ten Pounds *per Annum*, payable by *per Corn* for equal portions, half yearly, for the last Forty *the first* Years.

*year, and
10 l. year-
ly the other
40 Years.*

In Witness whereof, &c.

Articles upon Marriage:

Articles of Agreement Tripartite, had, made, &c. Between T. S. of the first part, I. B. of C. in Com. N. Esq; and C. one of the Daughters of the said I. B. of the second part, and E. B. Son and Heir Apparent of the said I. B. H. L. and I. B. the Younger, second Son of the said I. B. of the third part.

WHereas a Marriage is shortly to be had and Solemnized between the said T. S. and C. B. and in consideration thereof, and of Six hundred *Money to be* pounds herein after Covenanted to be paid or *se-paid or se-* cured to be paid by the said I. B. the Elder, as the *cured.* Marriage Portion of the said C. B. and to the in- tent that the Messuages, Lands, &c. in pursuance of the Covenants and Agreements herein contain- ed, may in some short time after be settled and as- *Jointure to be settled.* sured as a Jointure for the said C. in case she shall happen to Survive him the said T. S. with such or such like Covenants, and Remainders, as are here- in after specified. It is Covenanted between the parties to these presents, and the said T. S. for him- self, his Heirs, &c. doth Covenant, &c. with the said I. B. the Elder, his Executors, &c. That in case the said Marriage shall take effect, he the said

*Covenant
for Assur-
ances.*

The Lands.

The Uses.

said T. S. his Heirs or Assigns, shall and will on this side, and before the end of *Michaelmas* Term, next by Fine or Fines, Recovery or Recoveries, or such Conveyance or Assurance in the Laws, as by the said I. B. the Elder, or his Heirs, or his or their Council Learned in the Law, shall be thought apt and convenient, convey and assure all that his undivided moiety or half part, or as the same shall be divided from the other part, at the Election of the said I. B. the Elder, and his His Heirs, of and in those Messuages, &c. and the Reversion and Reversions, Remainder and Remainders, thereof, and all the Estate, Right, Title Interest Claim and demand of him the said T. S. of and into all and singular the said Premises, free and discharged, of and from all and all manner of Incumbrances by him or the said E. T. his Grandfather, done or committed, which said Fine or Fines, &c. shall be and enure, and be declared to be and enure, to the several uses, intents and purposes herein after mentioned, (that is to say,) to the use of the said T. S. during his natural Life, without Impeachment of waste; and immediately after the determination of that Estate, to the use of the said E. B. and H. L. and I. B. the younger, during the natural Life of the said T. S. to the intent to support the Contingent Remainders in the said Conveyance or Assurance, to be limited from being defeated; disturbed or destroyed; and for that purpose to make Entry, and bring Actions as occasion shall require: Nevertheless in trust, to permit and suffer the said T. S. and his Assigns, to take and receive the Rents, Issues and profits during his natural Life, and from and after his Decease to the use of the said C. B. for her Jointure, and in full Recompence of her Dower, and after her Decease to the use of the First Son of the Body, &c. and for default of such Issue, to the use of the Second Son, and so to the Third and Fourth Son, &c. in Tail; and for default of such Issue, to the use of the said E. B. H. L. and I. B. the Younger, their Executors,

tors, Administrators or Assigns, during Ninety nine years, without Impeachment of wast; Nevertheless, upon such trusts and confidence as are herein after mentioned and declared, concerning the said term; and after the end, surrender or sooner determination of the said term, to the use of the Right Heirs of the said T. S. for ever. And it is hereby declared, by and between the Parties to these presents, and the true intent and meaning of them, and of these presents is, That the term so agreed to be limited to the said E. B. H. L. and I. B. their Executors, &c. shall be declared to be upon the Special Trust and Confidence, &c. That *Provision* in case the said T. S. shall have one or more Daugh-*for Daugh-*ter or Daughters begotten on the Body of the said *ters.*

C. which shall be living at the Commencement of the said term of Ninety nine Years, or that the said C shall be Enseint, or with Child of any Daughter or Daughters, begotten by the said T. S. That then the said E. B. H. L. and I. B. the younger and the Survivor of them or the Executors or Administrators of the Survivor of them, shall by, and out of the Rents, &c. of the said Messuages, &c. or the Sale or Demise thereof, for all or any part of the said term, or by all and every the ways and means as to them in their discretion shall seem meet, levy and raise Money for the Portions and Yearly maintenance of such Daughter or Daughters whether they be born before or after the Commencement of the said term, in such sort and proportion, and to be paid in such manner and form as is herein after mentioned. (that is to say) in case there be one Daughter, and no more than Six hundred pounds for such Daughter, and if two, then Eight hundred pounds, equally between them, and in case of Three or more, then Twelve hundred pound shall be raised for the Portions of such Three or more Daughters, to be equally divided amongst them, which Portions shall be paid to such Daughter or Daughters, who shall not be Born, or be unmarried, or under the Age of Twenty one Years, at the time of the
Com-

Commencement of the said term of Ninety and nine years respectively, at the days of their respective Marriages, or respective Ages of Twenty one years, which shall first happen, together with such yearly maintenance respectively; in the mean time as the said Trustees with respect to the Age of such Daughters respectively, shall in their discretion think fit, not exceeding the Interest of their respective Portions, at the rate of *5 l. per Cent.* But if any of them shall Marry, or have attained the said Age of Twenty one Years, before the Commencement of the said term; then the Portions of such Daughter so Marrying, or who shall have attained the said Age of Twenty one years, before the Commencement of the said term of Ninety and nine Years, shall be paid to her or them respectively, within One year after the Commencement of the said term. And nevertheless it is also hereby declared, &c. That in case any of the said Daughters shall be preferred in Marriage, in the life time of the said T. S. he shall have given with such Daughter in Marriage as much Portion or more, as is by these presents allotted to her, then such Portion shall be reckoned as part of the Portions hereby allotted to her; and the Trustees their, &c. shall levy raise and pay to such Daughter, so much Money as the said Portions so paid by the said T. S. in his Life time, shall make up the full portion herein before allotted for such Daughter, unless the said T. S. shall by any Writing, under his Hand and Seal, &c. or by his last Will, &c. declare such Daughter, shall have over and above the Portion by him given, with her the whole Portion hereby allotted to her, and then in such case, such Daughters shall have all such Portions hereby allotted to her, without any Deduction of any thing in respect of the Portions, given by the said T. S. in his life time. In which Assurance there shall be contained this or the like Proviso or Covenant. That in case such Person or Persons, to whom the next and immediate Remainder and Inheritance of and in the

the said Premisses expectant upon the determination of the said term of Ninety and nine years, *to whom In- heritance* shall belong or appertain, shall pay to the said Daughter or Daughters, their respective Portions, *belong pay together with such yearly maintenance, as the the Portion* Trustees shall think fit, not exceeding the yearly Sum herein before specified, at the respective times and Ages herein before mentioned, *the term to cease, or be transferred* Then and in such case the said Term and Estate of Ninety and nine Years, shall cease, determine, and become absolutely void, or otherwise be Assigned and *at request of the Per- son paying.* Transferred at the Request of such Person in Remainder, so paying the same; And in consideration of such Settlement and Assurance herein before Covenanted to be executed, the said I. B. the Elder, for him, his Heirs, &c. doth Covenant, &c. with the said T. S. his, &c. That he the said I. B. shall pay or secure to be paid to the satisfaction *Secure the Marriage Portion.* of the said T. S. the full Sum of Six hundred pounds, as the Portion of the said C. his Daughter, in manner following: That is to say, The Sum of Three hundred pounds, part thereof at the Ensealing of these Presents, and the other Three hundred pounds residue thereof, within Six Months after such Conveyance and Assurance shall be made and perfected by the said T. S. his Heirs or Assigns, in pursuance of the Covenants and Agreements before specified.

In Witness whereof, &c.

A Settlement upon Marriage by Lease and Release.

Consideration of Marriage.

For settling the Lands to Uses upon Trusts.

All that Lordship or Manor, &c.

THIS Indenture Quadripartite made, &c. Between *A. B.* and *C. D.* Son and Heir Apparent of the said *A. B.* of the First part, *E. F.* and *G. F.* Daughter of the said *E. F.* of the Second part, *I. K. L. M.* and *N. O.* of the Third part, and *P. Q. R. S.* and *T. V.* of the Fourth part, Witnesseth, That for and in consideration of a Marriage intended by God's Permission to be shortly had and Solemnized between the said *C. D.* and *G. F.* and for the Settling and Assuring of the Mannors, Lands, Rents and Hereditaments herein after mentioned, to the uses, intents and purposes herein after limited, expressed and appointed, and upon and under the Trusts, Provisoos and Agreements, and in such manner as hereafter in and by these presents are thereof limited, expressed and declared. They the said *A. B.* and *C. D.* have Granted, Bargained, Sold, Released, Remised and Confirmed, and by these presents do Grant, Bargain, Sell, Remise, Release, quit Claim and Confirm unto the said *I. K. L. M. N. O.* in their Actual Possession now being by vertue of a Deed of Bargain and Sale, to them thereof made by Indenture, bearing date the day next before the day of the date of these presents, and by force of the Statute for Transferring of uses into Possession, and their Heirs; All that the Lordship or Manor of *P.* with the Rights, Members and Appurtenances thereof, in the County of *N.* and all Messuages, Lands, Tythes, Tenements and Hereditaments whatsoever, of them the said *A. B.* and *C. D.* situate, lying and being in the severall Parishes of *W. R. S.* and *O.* in the said County of *N.* and also all that Capital Messuage or Tenement, commonly called or known by the Name of *C.* with the severall Tenements, Orchards and Stables thereunto belonging, and the Toft, Ground and

and Soil, whereton the same now stands, or lately stood, situate and being in *I. alias B.* in the County of *M.* with all and singular the Appurtenances to the said Messuage and Premises belonging; and all that Fee-Farm-Rent of, &c. reserved, Issuing, or Payable, out of, or for the Manor of *L.* with the Appurtenances in the County of *S.* late paid or payable by *E. S.* And also all that Annual or Fee-Farm Rent of, &c. of like lawful Money of *England*, reserved, issuing or payable by the Earl of *W.* And also all that Annual or Fee-Farm Rent of, &c. of like lawful Money of *England*, reserved, issuing or payable out of, or for *B. R.* with the Rights and Appurtenances, or out of or for other Lands, Tenements or Hereditaments, charged or chargeable with or for the same, and all and singular Houses, Lands, Tenements, Commons, Ways, Waters, Water-Courses, Woods, Underwoods, Tythes, Oblations, Obventions, Profits, Advantages, Donations, Rights of Patronage and Presentation, Courts-Leet, Courts-Baron, and all that to Courts-Leet, and Courts-Baron, doth appertain, Waifes, Estrays, Goods and Chattels of Felons and Fugitives, and of Felons of themselves, or of Persons Outlawed or put in exigent, Reliefs, Escheats, Fines, Heriots, Amerciaments, Fairs, Markets, Tolls, Customs, and all Rights, Royalties, Liberties, Franchises, Priviledges, Jurisdictions, Advantages Emoluments and Hereditaments whatsoever, to the said Manor, Messuages, Lands and Premises, or any of them belonging, or in any wise appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents and Profits of all and singular the said Manor, Messuages, Lands, Rents and Premises and every of them, with their and every of their Appurtenances, to have and to hold the said Manor, Messuages, Lands, Rents, and all and singular other the Premises, with their and every of their Appurtenances, unto the said *I. K. L. M.* and *N. O.* their Heirs and Assigns for ever, to the several Uses, Intents and Purposes in and by these presents Expressed, Limited and Declared.

All that Fee-Farm Rent, &c.

General Words of Granting.

And the Reversion and Reversions.

To the use of red, that is to say, to the use and behoof of the *A. B.* for said *A. B.* for and during the term of his natural Life.

Life without Impeachment of or for any manner of wast, voluntary wast in Houses only excepted; and from and after his Decease, then to the use and behoof of the said *P. & R. S.* and *T. V.* their Executors, Administrators and Assigns, from the Death of the said *A. B.* for the term of Five hundred years, from thence next ensuing, fully to be compleat and ended without Impeachment of or for any manner of Wast, upon the trusts herein after mentioned, and from and after the one or other Determination of the said term, and charged and chargeable with the same, To the use and behoof of the said *C. D.* and his Assigns, for and during the term of his natural Life, without Impeachment of or for any manner of Wast Voluntary, Wast in Houses only excepted; and from and after his Decease, then to the use and behoof

To the use of of such person and persons, and for such Estate *Persons and* and Estates, and subject to such Powers, Provi- *Estates, as* soes and Conditions, and charged and chargeable *C. D.* shall with and for the Payment of such Sum and Sums *appoint.* of Money, and to such uses, intents and purposes, and in such manner and form as the said *C. D.*

For want of
such ap-
pointment,
to the Heirs
of the Body
of C. D.

by any Deed or Writing, to be by him Sealed and Subscribed in the presence of Three or more Credible Witnesses, or by his last Will and Testament in Writing, Signed and Published in the presence of Three or more such Witnesses, shall direct limit or appoint; and in default of such direction, limitation or appointment, and subject thereunto, To the use and behoof of the Heirs of the Body of the said *C. D.* and for want of such Issue, to the use and behoof of the said *A. B.* and his Right Heirs and Assigns for ever. And it is hereby Declared, Covenanted and Agreed, by and between all the said parties to these Presents, That the Estate and Term for Five hundred years so as aforesaid, limited to the said *P. & R. S.* and *T. V.* their Executors, Administrators and Assigns, is upon this special Trust and Confidence in them
and

and the Survivor of them, his Executors, Administrators and Assigns reposed, That they the said P. Q. R. S. and T. V. and the Survivors and Survivor of them, his Executors or Administrators, shall and may, by, with, and out of the Rents, Issues and Profits of all or any of the said Manor, Lands and Premises, so limited unto them for the term of Five hundred years, or by Mortgaging of the same, or Sale thereof, or of any part or parts thereof during the term, raise and pay all and every such Sum and Sums of Money, not exceeding in the whole the Sum of, &c. of lawful Money of England, and in such manner and form as the said A. B. by any Deed or Writing to be by him Sealed and Delivered in the presence of Three or more credible Witnesses, or by his Last Will and Testament in Writing, shall direct and appoint, and from and immediately after the raising and paying of such Sum and Sums of Money, is shall be directed to be paid, or if the said A. B. shall not direct or appoint any Sum or Sums of Money to be raised or paid as aforesaid. Or if the person or persons, to whom the next and immediate Freehold, Reversion or Remainder, of and in the said Manor and Premises, expectant upon the Determination of the said Term, shall belong or appertain, shall or do well and truly pay, or to the good liking of the said P. Q. R. S. and T. V. or the Survivors or Survivor of them, his Executors or Administrators, secure the payment of such Sum or Sums of Money as shall be so appointed to be raised and paid, or such part thereof as shall be then unpaid, that then, from thenceforth, in any or either of the said Cases, the said Estate and Term for Five hundred years shall cease, and be void, or otherwise go with and attend upon the Freehold, Reversion or Remainder of the said Manors, Lands and Premises, immediately expectant upon the determination of the said Term, according to the use and Estates thereof herein before limited, any thing herein contained

The term for 500 years to raise Money to be paid as A. B. shall direct.

tained to the contrary thereof in any wise notwithstanding.

Præsupposition gi-
ving Power ful unto, and for the said *A. B.* at any time here-
to make after, during the term of his natural Life, by any
Leases for Deed or Writing to be by him Sealed and Sub-
any term scribed, in the presence of Three or more credible
not exceed- Witnesses, to make any Lease or Leases, Estates
ing 21 years or Grants, of all such parts of the said Manor and
or 3 Lives. Premises, as are or usually have been in Lease

for Lives or Years, or any part or parts thereof,
 unto any person or persons whatsoever, for the
 term of One and twenty years, or for any term or
 number of years not exceeding One and twenty
 years, or for any term or number of years deter-
 minable upon the Death of One, Two or Three
 Lives, so as such Lease, Estate or Grant be made
 in Possession, and not in Reversion, and so as up-
Reserving on every such Lease, Estate or Grant, there be
the accusto- reserved and made payable yearly, during the
med Rents continuance of the same respectively, the ancient
or 3 fourth and accustomed Rent or more, and other the
parts. usual Services and Duties reserved upon, and pay-
 able out of, or for the same, and if the present
 yearly Rent or value of the Lands so to be demised,
 will not amount to the ancient and accustomed
 Rents, then there shall be reserved upon such
 Lease, three fourth parts at least of such Ancient
 and Accustomed Rent. And it is hereby Decla-
 red and Agreed, by and between all the said par-
 ties to these presents, that immediately from
 and after the making of such Lease or Leases, E-
 state or Estates or Grants, by the said *A. B.* as

The Trustees aforesaid, these presents, and the Assurance hereby
seized to made, shall be and enure, and the said *J. K. L. M.*
the use of and *N. O.* and their Heirs, shall stand and be seized
the Lessees. of such part or parcel of the said Manors, Lands
 and Premises, as shall be so Leased, Eisted or
 Granted, to the use and behoof of such person or
 persons respectively, their Executors, Admini-
 strators and Assigns, to whom any such Lease or
 Leases,

Leases, Estate or Estates or Grants shall be so made as aforesaid, during the continuance of such Leases or Estates or Grants: And of the Reversion of so much thereof as shall be so Leased, Reversion Estated or Granted, and of the Rents and Duties and Rents, reserved upon any such Leases, Estates or Grants, To such use or uses, intents and purposes, as in and by these presents are thereof before limited and declared, any thing herein before contained to the contrary thereof in any wise notwithstanding.

And the said *A. B.* doth for himself, his Heirs and Assigns, Covenant and Grant unto, and with the said *I. K. L. M. N. O.* their Heirs and Assigns by these presents in manner and form following, *viz.* That the said Manor, Lands, Tenements, Rents, Hereditaments and Premises hereby granted, now are, and so at all times hereafter shall continue and be to the uses, intents and purposes herein before mentioned, free and clear, and freely and clearly Acquitted, Exonerated and Discharged, or otherwise sufficiently saved harmless and kept indemnified, of and from all former and other Gifts, Grants, Bargains, Sales, Leases, Joinders, Dowers, Statutes, Recognizances, Extents, Executions, Fines, Issues, Forfeitures, Rent-Charges, Rents-seck, Arrearages of Rents, and of and from all other Titles, Troubles, Demands and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *A. B.* or any of his Ancestors, except one Mortgage made of the said House called *C.* unto *H. S.* and others, for securing the Sum of, &c. and Interest, and except the several Leases and Estates made of several parts of the Premises, to the several Tenants thereof; whereupon the several yearly Rents are reserved, which are now payable for the same.

In Witness whereof, the parties, &c.

*A Settlement upon Marriage by Deed
of Covenants, to levy a Fine, and de-
clare the Uses.*

THIS Indenture Tripartite made, &c.
between B. H. A. H. Wife of the said B. H.
and W. P. of the first part, I. F. E. S. M. T.
E. F. H. B. H. Son and Heir apparent of the said
B. H. and F. his Wife, Daughter of the said I. F.
H. F. and P. I. of the second part, G. F. and T. F.
Brothers of the said E. of the third part. Wit-
nesseth, That the said B. H. for and in considera-
tion of a Marriage already had and Solemnized,
between the said H. B. H. and F. his Wife, and of
a competent Jointure to be had and made, to and
for the said F. his Wife, in case the said F. shall
happen to Survive and over-live the said H. B. H.
and of the Sum of &c. of lawful Money of Eng-
land, secured by the said I. F. to be paid for the
Marriage Portion of the said F. and for the natu-
ral Love and Affection which the said B. H. hath,
and doth bear unto the said H. B. H. And to the
intent and purpose, that all and singular the Ma-
nors, Lands and Hereditaments hereafter men-
tioned, may remain and be in the Name, Blood
and Posterity of the said B. H. so long as it shall
please God to continue the same, And for divers
good causes and considerations, them the said
B. H. A. H. and W. P. hereunto moving, have Co-
venanted and Granted, and by these presents do
Covenant and Grant, to and with the said I. F.
E. S. M. T. E. F. and H. B. H. A. F. and P. I. That
they the said B. H. A. H. and W. P. shall and will,
before the end of Michaelmas Term now next fol-
lowing, at the Cost and Charges of the said B. H.
acknowledge and levy one or more Fine or Fines,
Sur Conissance de droit come ceo que ils ont de leur Droit,
with Proclamations according to the Statute in
that

*Covenant
to levy a
Fine.*

that case made and provided before the Justices of the Court of Common-Bench at *Westminster*, unto the said *H. F.* and *P. I.* and the Heirs of the said *H. F.* of all, that the Manor and Scite of the Manor of *E. B.* situate, lying and in the Parish of *E.* in the County of *G.* with their and every of their Appurtenance, together with all those their Messuages, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Commons and Hereditaments whatsoever, to the said Manor and Scire of the said Manor, belonging or appertaining, or therewithal used or enjoyed, and all other the Messuages, Lands, &c. of them the said *B. H.* and *W. P.* or either of them, situate, lying and being in *B.* aforesaid; and all that the Capital Messuage called *H. &c.* And also all those the Messuages, Lands, Arable, Meadow and Pasture of them the said *B. H.* and *W. P. &c.* in *R.* in the said County of *G. &c.* and all that the Manor and Scite of the Manor of *W.* with the Appurtenances, and all Lands, Meadows, Pastures, Woods and Hereditaments of them the said *B. H.* and *W. P.* or either of them to the said Manor, &c. with all and singular the Messuages, Houses, Edifices, Buildings, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Woods, Underwoods, Commons, Ways, Waters, Courts, Court-Leets, View of Frankpledge, and whatsoever to the said Court Leets and Views of Frankpledge doth belong and appertain; Liberties, Waifs, Estrays, Heriots, Customs, Services, Reliefs and Hereditaments whatsoever, to all, every or any of the aforementioned Premises, or any part thereof, belonging or appertaining. And all the Estate, Right, Title and Interest of them the said *B. H.* and *W. P.* and either of them, of in and unto the said Premises or any part thereof, and all Rents Reserved upon any Lease or Leases of the said Manor and Premises, or any part thereof, and the Reversion and Reversions, Remainder and Remainders, yearly Rents, and other Perquisites and Profits of all the said Premises, by such Name and Names, number

The Manors and Premises to be assured and settled.

The general words.

and

*The uses de-
clared of
part.*

and quantity of Acres, and with such Descriptions and certainties, and in such sort and manner and form, as by the said *I. F. M. T. E. F. H. B. H. H. F.* and *P. I.* or any of them, their or any of their Counsel learned in the Law, shall be devised and Required. And it is Covenanted, Concluded and Agreed, by and between the parties to these presents, and it is hereby declared, That the said Fine and Fines in manner and form aforesaid, or otherwise howsoever to be levied, had and executed, shall be and shall be adjudged, esteemed and taken to be; and the said *H. F.* and *P. I.* and their Heirs and the Survivor of them and his Heirs, shall from and after the levying and perfecting of the said Fine and Fines, stand and be seized of all and singular the said Manors, Advowsons, Patronage, Messuages, Lands and Premises, and of every part thereof, with their and every of their Appurtenances, to the several uses, intents and purposes, and by and under the several Provisoos, Conditions and Limitations hereafter in these presents mentioned, expressed and declared, and to and for none other use, intent or purpose whatsoever, that is to say, As for and concerning all that the said Manor and Scite of the said Manor of *E. B.* with the Appurtenances, &c. And all that the Manor and Scite of the said Manor of *S. &c.* And all that the Messuage or Tenement commonly called *H. &c.* Together with all those his said Messuages, Lands, Meadows, Pastures and Hereditaments, situate, lying and being in the Parish of *N. &c.* saving and excepting out of this present conveyance or Settlement, all those two Forges commonly called or known by the Name of *L.* and *M.* situate and being in the Parish of *E. B.* and *R.* or one of them in the said County of *G.* in the Occupation of *W. H.* and the Coal-houses and Out-houses, Water-courses, Stank-Dams, Ponds and Sluces to the said Forges belonging, and two Acres of Land or thereabouts next adjoyning to the said Forges, and all the Woods, Groves, Coppice and Woodland whatsoever of them the said *B. H.* and *W. P.* situate

*Exception
of Forges,
Lands and
Woods.*

situate, lying and being in all and either of the
 said Parishes and Lordships of E. B. and S. in the
 said County of G. to the use and behoof of the
 said H. B. H. and his Assigns, for and during the
 term of Ninety and nine years, if the said H. B. H. *To the use of*
 shall happen so long to live, without impeachment *for his Life,*
 of or for any manner of Waste; and after the end, *by way of*
 expiration, or other determination of the said *Lease for*
 Lease for Ninety and nine years, to the use and *99 Years.*
 behoof of the said E. S. M. T. E. F. and their Heirs,
 for and during the term of the natural Life of the
 said H. B. H. upon trust to support the contingent
 uses from being prevented and destroyed, and to
 make entries for that purpose, as the case shall
 require. But nevertheless to permit and suffer
 the said H. B. H. and his Assigns, to have and take
 the Rents and Profits of the Premises, for and du-
 ring his natural Life; and after his Decease, to
 the use and behoof of the said F. his Wife, for
 and during her natural Life for her Jointure, and
 in full satisfaction of all such Jointure and Dower
 as she shall or may have or claim further out of
 the Estate of the said H. B. H. and from and after
 his Decease to the use and behoof of the First Son
 of the said H. B. H. on the Body of the said F. law-
 fully begotten, or to be begotten, and the Heirs
 Male of the Body of such First Son lawfully to
 be begotten, and for default of such Issue, then to
 the use and behoof of the Second Son of the said
 H. B. H. on the Body of the said F. lawfully to be
 begotten, and of the Heirs Male of the Body of
 the same second Son, lawfully to be begotten, and
 for default of such Issue, then to the use and be-
 behoof of the Third Son of the said H. B. H. on the
 body of the said F. lawfully to be begotten, and
 the Heirs Male of such Third Son, lawfully to
 be begotten, and for default of such Issue, then
 to the several and successive use and behoof
 of all and every other the Sons of the Body of
 the said H. B. H. on the Body of the said F. law-
 fully to be begotten, and of the Heirs Males of
 their several Bodies lawfully to be begotten, one
 after

Then to the
use of the
1, 2, 3, &c.
Sons.

*For default
of such H.
B. H. and
the Heirs
Male of his
Body.*

*And to use
of the first
Son of his
Body, and
so to the 2,
3, 4, &c.
Sons in Tail.*

after another, as they the same Sons shall be in Seniority of Age, and Priority of Birth successively; the elder of the same Sons, and the Heirs Males of his Body being ever preferred before the younger and the Heirs Male of his Body; and for default of such Issue, to the use and behoof of the said H. B. H. and the Heirs Male of his Body, lawfully begotten, and for default of such Issue, to the use and behoof of the said B. H. and of the Heirs Male of his Body lawfully begotten, and for default of such Issue, to the use and behoof of I. H. second Son of the said B. H. and his Assigns, during the term of Ninety and nine years, if the said I. H. shall happen so long to live, without Impeachment of or for any manner of Waste, and after the expiration or other determination of the said term of Ninety and nine years, to the use and behoof of the said E. S. M. T. and E. F. and their Heirs for and during the term of the natural life of the said I. H. upon trust to support and preserve the Contingent Uses and Estates herein after limited from being prevented and destroyed, and to make Entries for that purpose as the case shall require. But nevertheless to permit the said I. H. and his Assigns, to take the Rents and Profits thereof, during his natural Life, and after his Decease to the use and behoof of the First Son of the Body of the said I. H. lawfully to be begotten, and of the Heirs Male of the Body of such First Son, lawfully to be begotten. And for default of such Issue, then to the use and behoof of the Second Son of the Body of the said I. H. lawfully to be begotten, and of the Heirs Male of the Body of the same Second Son, lawfully begotten, and for default of such Issue, to the Third Son of the Body of the said I. H. lawfully begotten, and the Heirs Male of the Body of the same Third Son lawfully begotten, and for default of such Issue, to the several and successive use and behoof of all and every other the Sons of the Body of the said I. H. lawfully begotten, and of the Heirs Male of their several and Bodies lawfully to be begotten,

one

one after another, as the same shall be by Seniority of Age and Priority of Birth successively, the elder of the same Sons, and the Heirs Male of his Body, being ever preferred before the younger, and the Heirs Male of his Body. And for default of such Issue, to the use and behoof of *W. H.* Third Son of the said *B. H.* and his Assigns, for and during the Term of 99 years, (if the said *W. H.* shall happen so long to live, without Impeachment of or for any manner of Waist: And after the end, expiration or other determination of the said term of Ninety and nine years, to the use and behoof of the said *E. S. M. I.* and *E. F.* and their Heirs for and during the term of the natural Life of the said *W. H.* upon trust to support and preserve the Contingent Uses and Estates herein after limited And so to from being prevented and destroyed. And to the use of make entries for that purpose, as the case shall the 4th, require. Nevertheless, to permit and suffer the 5th Sons of said *W. H.* and his Assigns to take the Rents and *B. H.* in like Profits thereof, during his natural life; and after his Decease to the use and behoof of the First Son of the Body of the said *W. H.* &c. and for default of such Issue, to the use and behoof of *E. H.* Fourth Son of the said *B. H.* and his Assigns, for and during the Term of Ninety and nine years, &c. and for default of such Issue, to the use and behoof of *F. H.* Fifth Son of the said *B. H.* and his Assigns, for and during the term of Ninety and nine years, if the *F. H.* &c. And for default of such Issue to the use and behoof of the Right Heirs of the said *B. H.* for ever, and of, for and concerning all that the said Manor and Scite of the said Manor of *N.* and in the County of *O.* with all Lands, Tenements, Meadows, Pastures and Hereditaments to the said Manor and Scite of the said Manor, belonging or in any wise appertaining, with the Advowson and Patronage of the said Parish Church of *N.* and all other the Premises in *N.* and *I.* aforesaid, or either of them, and all that the said Manor of *K.* with the Appurtenances, and all that the Manor of *C. H.* with the Appurtenances,

To the use of nances, &c. to the use and behoof of the said
B. H. for B. H. and his Assigns, for and during the term of
Life. his natural Life, without Impeachment of or for
 any manner of wast, and after his Decease to the
 use of the said A. H. now Wife of the said B. H.
 and her Assigns, for and during the term of her
 natural Life for her Jointure, and in full recom-
 pence of her Dower and Thirds, And after her

To the use of Decease to the use and behoof of the said H. B. H.
H. B. for and his Assigns for and during the term of Ninety
Life. and nine years (if the said H. B. H. shall happen
 so long to live) without Impeachment of or for
 any manner of Wast, and after the end expiration
 or other determination of the said term of 99 years
 to the use and behoof of the said E. S. M. I. and E. F.
 and their Heirs for and during the Term of the na-
 tural Life of the said H. B. H. upon trust to support
 and preserve the Contingent uses and Estates herein
 before limited from being prevented and destroy-
 ed, and to make Entries for that purpose as the
 case shall require. But nevertheless to permit and
 suffer the said H. B. H. and his Assigns, to take
 the Rents and Profits thereof, during his natural

To the use of Life, and after his Decease to the use of the First
1, 2, 3, &c. Son of the said H. B. H. on the Body of the said
Sons of H. F. his Wife, lawfully begotten, and of the Heirs
B. H. in Male of the Body of the same First Son, lawfully
Tail. to be begotten, and for default of such Issue, then
 to the use and behoof of the Second Son of the
 said H. B. H. on the Body of the said F. lawfully to
 be be begotten, and of the Heirs Male of the Body
 of the same Second Son lawfully begotten, and
 for default of such Issue, to the use and behoof of
 the Third Son of the said H. B. H. &c. and for de-
 fault of such Issue to the several and successive use
 and behoof of all and every other the Sons of the
 said H. B. H. on the Body of the said F. lawfully
 begotten, and of the Heirs Male of their Bodies
 lawfully begotten, one after an other, &c. and for
 default of such Issue to the use and behoof of the
 said H. B. H. and the Heirs Male of his Body law-
 fully begotten, and for default of such Issue to the
 use

use and behoof of the said *B. H.* and the Heirs Male of his Body lawfully begotten, and for default of such Issue to the use and behoof of *I. H.* and his Assigns, for and during the term of 99 years, if the said *I. H.* shall happen so long to live, without Impeachment of or for any manner of Waste, And after the end, expiration or other determination of the said Term of Ninety and nine years to the use and behoof of *E. S. M. I.* and *E. F.* and their Heirs, for and during the term of the natural Life of the said *I. H.* Upon trust, &c. and after his Decease, to the use and behoof of the First Son of the Body of the said *I. H.* lawfully Begotten, and of the Heirs Male of the Body of the said First Son, lawfully to be begotten, And for default of such Issue, to the use and behoof of the Second, &c. and for default of such Issue, to the use and behoof of the Third, &c. and for default of such Issue, to the several and successive use and behoof of all and every other Sons, &c. and the Heirs Male of their several bodies lawfully begotten, &c. and for default of such Issue, to the use and behoof of the said *W. H.* and his Assigns, &c. and for default of such Issue to the use and behoof of *E. H.* and his Assigns, &c. and for default of such Issue, to the use and behoof of *F. H.* and his Assigns, &c. And for default of such Issue to the use and behoof of the Right Heirs of the said *B. H.* for ever, and as for and concerning all the said Lands, Meadows and Pastures, commonly called or known by the Name of the *M.* &c. and all the Capital Messuage or Mansion House, called *H. V.* &c. together with all Barns, &c. and all those the Demefne Lands, Arable, Meadow and Pasture whatsoever of them the said *B. H.* and *W. P.* &c. to the use and behoof of the said *B. H.* and his Assigns, for and during his natural Life, &c. and after his Decease to the use and behoof of *H. B. H.* and his Assigns for 99 Years, &c. And from and after the end or other determination of the said Estate, to the use and behoof of the said *E. S. M. I.* and *E. T.* and their Heirs

To the use of I. H. for Life.

To the Trustees to prevent Alienation.

Then to 1, 2, 3, 4. &c. Sons of I. H. in Tail.

To the right Heirs of B. H. for ever.

To the use of H. B. H. for Life.

*As concern-
ing other
Lands to
the use of
P. H. for
Life.*

Heirs, for and during the term of the natural Life of the said *H. B. H.* Upon trust, &c. And for default of such Issue, to the Heirs and Assigns of the said *B. H.* for ever. And as for and concerning the said Manor of *W. G.* and the Scite of the said Manor situate, &c. together with all Lands, Meadows, Pastures and Hereditaments to the same, belonging to the use and behoof of the said *B. H.* and his Assigns, for and during the term of his natural Life, without Impeachment of or for any manner of Waste, And after his Decease to the use of *H. B.* and behoof of the said *H. B. H.* his Heirs and Assigns for ever. Provided nevertheless, And it is Covenanted, Concluded and Agreed, by and between the said parties to these presents, That if the said *H. B. H.* shall happen to die without Issue Male of his Body, lawfully begotten on the body of the said *F.* his Wife, or having such Issue Male; who shall die without Issue Male of his Body, before he shall attain the full Age of One and Twenty years, and the said *H. B. H.* shall happen to have Issue One or more Daughters between the said *H. B. H.* and *F.* his Wife, living at the time of the Decease of the said *H. B. H.* That then the Cognizees of the said Fine, and their Heirs, and all and every other Person or Persons, his and their Heirs, which shall be seized of the immediate Estate of Freehold, or Inheritance of any of the said Manors, Lands and Premises, next after the several and respective Deceases of the said *B. H.* and *A.* his Wife, and the said *F. H.* shall be seized of all the said Manors, Lands and Premises next after their said several respective Deceases, and of each of them respectively, except the said Manor of *W. G.* before excepted, to the use and behoof of *J. F. G. F.* and *T. F.* their Heirs and Assigns, to and upon the several Trusts, Provisoos, Conditions and Limitations herein after mentioned, and to and for none other use, intent or purpose whatsoever: That is to say, That in case there shall be no Issue Male between them the said *H. B. H.* and the said *F.* his Wife lawfully begotten between them, li-

*Then the
Cognizees
in the Fines,
and their
Heirs, after
Decease of
B. H. and
A. his Wife,
and F. H.
shall be sei-
zed of the
Premises,
except the
Manor of
W. G. be-
fore excep-
ted, to the
use of the
Trustees
and their
Heirs, to the
uses after
mentioned.*

ving

ving at the time of the Decease of the said *H. B. H.* or in case the said *H. B. H.* shall leave such Issue Male; living at the time of his Death, which shall after happen to die; without Issue Male, before he shall attain his full Age of One and twenty years, and the said *H. B. H.* and *F.* his Wife, shall have Issue between them, One, Two or more Daughters, living at the time of his Decease, with-
 out Issue Male; That then such Daughter and Daughters respectively, shall have and receive Portions for
 forth of the said Manors, Lands and Premises so if but one
 limited to the said *I. F. G. T.* and *T. T.* and their 6000 l. if
 Heirs from and after the severall and respective two 8000 l.
 Deceases of the said *B. H.* *A. H.* and *F. H.* the Por- and if three
 tion hereafter limited, (That is to say) That if 10000 l.
 there be One Daughter, then such Daughter to have the Sum of Six thousand pounds, and if there shall happen to be Two such Daughters, they to have Eight thousand pounds, and if it happen to be Three or more Daughters, they to have 10000 l. amongst them for their Portions, to be equally divided amongst them, share and share like; the said Sum and Sums of Money to be re-
 spectively payable and paid unto her or them, at To be paid
 their severall and respective Ages of 18 years, or at their A-
 days of Marriage, which soever shall first and ges of 18
 next happen. Provided nevertheless, That if such Years.
 Daughter or Daughters shall happen to be Married in the life time of the said *H. B. H.* and shall have
 a Marriage Portion; That then such Portion or If any
 Portions, as is here before limited to such Daugh- Daughter
 ter and Daughters as shall be so Married shall Marry in
 cease and determine; and such Daughter and Life of *H.*
 Daughters as shall have no share and Portion here- *B. H.* her
 in before limited or provided for her them or, that Portion to
 shall be Married, as aforesaid. And in the mean cease.
 time until the said Portion or Portions shall re-
 spectively become payable as aforesaid. They the
 said *I. F. G. T.* and *T. T.* and their Heirs and the
 Survivor and Survivors of them and his Heirs,
 shall forth of the Rents and Profits of the said
 Matter, Lands and Premises, Raise convenient
 yearly

After the Portions paid, the Estate limited to the Trustee to be void, and the Lands to remain to the uses before mentioned.

Provided if H. B. H. die leaving A. H. his Mother, and F. H. his Wife both Widows. Then all the Lands, &c. limited to F. H. shall during the Jointures of A. H. and F. H. remain to the Person next in Reversion.

yearly maintenance for such Daughter and Daughters, not exceeding Fifty pounds apiece for each of the said Daughters. And after the said Portion and Portions, and yearly maintenance shall be so raised and paid as aforesaid, or if the said H. B. H. and F. his Wife shall not happen to have any Issue Female living, to accomplish the said Age of Eighteen, or day of her Marriage: That then in either or any of the said Cases, the said Manors, Lands and Premises hereby limited to the said I. F. G. F. and T. T. and their Heirs, shall cease, determine and be utterly void, and that from thenceforth the said Manors, Lands and Premises shall be and remain to the several and respective uses, intents and purposes herein before mentioned, limited and expressed. Provided also, And it is Concluded, Condescended and Agreed, by and between the said parties to these presents, That if the H. B. H. happen to dye, living the said A. H. Mother of the said H. B. H. and the said F. H. both Widows, That all the said Messuages, Lands, Meadows, Pastures and Hereditaments, lying and being in the said Parish of N. &c. And all the said Messuages, Lands, Meadows, Pastures and Hereditaments, lying and being in the said Parish of R. &c. which are parcel of the Lands and Hereditaments herein before mentioned, to and for the said F. H. during her natural Life for her Jointure, shall, during the Jointure of the said F. H. shall A. H. and F. H. be and remain to the use and behoof of such person and persons, to whom the immediate Reversion or Remainder, after the Decease of the said H. B. H. by vertue of this present Indenture, shall belong or appertain, and not unto the said F. H. And after the Decease of the said A. H. to the use and behoof of the said F. H. during her natural Life, And after the Decease of the said F. H. to such uses intents and purposes as are herein before limited, declared and appointed. And that the Cognizees of the said Fine and their Heirs, and the Survivor of them and his Heirs, and all and every other person and persons, which

which are, is or hereafter shall be seized of the said Lands and Premisses, shall from and after the perfecting of the said Fine, stand and be seized of the said Lands and Premisses herein before limited for the Jointure of the said F. to the several uses, intents and purposes aforesaid; and to and for no other use intent or purpose whatsoever.

Provided always nevertheless, and it is Concluded and Agreed, by and between the said parties to these presents, That it shall and may be lawful to and for the said B. H. at any time during his natural Life, and from and after his Decease, to and for the said H. B. H. during his natural life; And also to and for all and every the said Sons and Issues, Male respectively, to whom the said Premisses are limited as aforesaid, being Tenants of the immediate Freehold of any part of the said Premisses, by vertue of the limitation aforesaid, To make any Lease or Leases by Indenture of the Premisses or any part thereof, not being in Jointure, to any person or persons for the term of 21 years or under, or for any number of years determinable upon one, two or three Lives; so as upon every such Lease or Leases, there be reserved and payable so much yearly Rent, or more, as is now reserved or payable for the same, or so much as the same can conveniently be Let for. And that the said Cognizees of the said Fine, and the Heirs, and the Survivors and Survivor of them and his Heirs, and all and every other person and persons, standing and being seized of such of the said Manors, Lands and Premisses, with their Appurtenances as shall be so leased, shall stand and be seized thereof, to the use and behoof of such person and persons respectively, their Executors and Administrators, to whom such Lease or Leases shall be so made as aforesaid, during the continuance of such Lease and Leases, and of the Reversion thereof, as shall be so leased, and the Rents and Duties Reserved upon every such Demise, to such use and uses, as in these presents is herein before limited and appointed. Provided always, nevertheless,

Proviso, it shall be lawful for B. H. and after to H. B. H. and all the Sons and Issues Male, before mentioned to make Leases of any part of the Premisses, not being in Jointure, for 21 years or 3 Lives; Reserving the accustomed Rent; or what may be gotten. And of the Rents and Reversions to the uses before limited.

Proviso it shall be lawful for every other Sons or Issue Male of B. H. or H. B. H. being Tenants of the Freehold, to make a Jointure for any Wife or Wives, not exceeding 500 l. per Ann.

theless, and it is Concluded, Condescended and Agreed, by and between the said Parties to these presents, That it shall and may be lawful to and for all, and every other the Sons and Issues Male of the said B. H. and H. B. H. or either of them, being Tenant of the immediate Freehold of any part of the said Premisses, by vertue of the Limitation aforesaid, at any time or times during the natural Life or Lives of such Son or Issues Male, to make, assure, limit and appoint to any Wife or Wives, that such Son or Sons, or Issue Male, shall happen to Marry, a Jointure out of the said Lands and Premisses, wherof he or they shall be immediate Tenant of the Freehold of what value they please, not exceeding the value of Two hundred pounds, for and during the life or lives of such Wife or Wives, and from and after such Jointure or Jointures so made and assured to any such Wife or Wives as aforesaid. The said Fine and Fines shall be, and shall be adjudged esteemed and taken to be; and the Cognizees in the said Fine named, and their Heirs, and all, and every other person and persons and their Heirs, standing or being seized of the said Premisses, so to be assured in Jointure as aforesaid, shall stand and be seized in Jointure as aforesaid, shall stand and be seized thereof, and of every part thereof. To the use of such Wife or Wives, during life as aforesaid, and after to such uses intents and purposes, as are herein before limited and declared. And the said B. H. doth for himself his Heirs, Executors, Administrators and Assigns, Covenant, Promise and Agree, to and with the said I. F. E. S. M. T. E. F. and H. B. H. their Executors, Administrators and Assigns, and every of them by these presents, in manner and form following, that is to say, That he the said B. H. shall and will at any time hereafter within the space of Seven years now next ensuing upon the reasonable Request of the said H. B. H. make, do acknowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered, and executed, any such further and other Reasonable Acts and Acts, Thing and Things

The Cognizees shall stand seized accordingly.

And afterwards to the uses before mentioned.

B. H. Covenant with in 7 years to do any Act for further assurance.

And the said H. B. H. doth for himself his Heirs, Executors, Administrators and Assigns, Covenant, Promise and Agree, to and with the said I. F. E. S. M. T. E. F. and B. H. their Executors, Administrators and Assigns, and every of them by these presents, in manner and form following, that is to say, That he the said H. B. H. shall and will at any time hereafter within the space of Seven years now next ensuing upon the reasonable Request of the said B. H. make, do acknowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered, and executed, any such further and other Reasonable Acts and Acts, Thing and Things

Things

Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the further, better and more perfect Assuring and Conveying of the said Manors, Lands and Premises to the several uses intents and purposes aforesaid, Be it by Fine or Fines, Deed or Deeds Inrolled, Feoffment or Feoffments, Recovery or Recoveries, with one or more Voucher and Vouchers, Release, Confirmation with Warranty or otherwise in such sort and manner as the said H. B. H. his Heirs or Assigns, or his or their Council Learned in the Law, shall be reasonably Devised or Re- *So as such* quired, so as such further Assurance or Assurances *assurance* contain no further or other Warranty, than against *contain* the said B. H. his Heirs or Assigns, and so as the *no other* said B. H. shall not thereby be compellable to *Warranty* Travel above the space of Ten Miles from his *than a-* or their Dwelling House or place of abode, for *gainst the* the making, doing, perfecting or executing any *said B. H.* such matter or thing whatsoever. And also, That *his Heirs* the said B. H. at the time of the Sealing and Deli- *and Assigns.* very of these presents, is lawfully seized of a good *Nor to tra-* pure perfect and indefeazible Estate of Inheri- *vel farther* tance in Fee-simple to him and his Heirs of all *than 10* the said Manors, Lands and Premises, and hath *Miles.* full Power, lawful and absolute Authority to *And also* convey the said Manors, Lands and Premises to *that he is* the uses and intents as aforesaid. And also that *lawfully* the said Manors, Lands and Premises hereby li- *seized of an* mited to the use of the said F. H. for her Jointure, *Indefeazi-* if she Survive the said H. B. H. and A. H. are of the *ble Estate in* yearly value of 800 l. above all charges and *Fee-simple.* Reprizes. And that the said Lands herein De- *And that* ducted forth of the said Lands and Premises, *if the Manors* the said A. H. be living at the time of the Decease *are of the* of the said H. B. H. are of the yearly value of Two *yearly va-* hundred pounds and no more. And that all the *lue, &c.* Manors and Lands hereby settled to the several uses aforesaid, are of the yearly value of Two thousand two hundred pounds, above all Rents, Charges and Reprizes. And also, that all the said Manors, Lands, Hereditaments and Premises,

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shall be and remain to the several uses intents and purposes aforesaid. In Witness whereof the parties to these presents, &c.

A Mortgage by Deeds of Lease and Release.

Consideration.

Manors and Lands Granted, except, &c. Rents reserved.

Proviso.

THIS Indenture, &c. Between, &c. Witnesseth, That the said *A. E.* in consideration of, &c. lent and paid to him by *E. S.* and *5 s.* to him paid by *T. C.* hath granted, &c. to the said *E. S.* and *T. C.* in their actual Possession now being of the Manor and Lordship and Messuages, &c. herein after mentioned, by force, &c. All that, &c. Except, &c. And the said *E. S.* For the consideration aforesaid, hath Granted, &c. All that, &c. in their actual, &c. and to their Heirs, all and every the yearly Rents, Sum and Sums of Money, Duties, Suits and Suit of Court, and other Services reserved due or payable out of or from the said several and respective excepted Messuages, Cottages, Lands, and other Hereditaments before mentioned upon the several Conveyances and Assurances thereof, whereby the same have been Conveyed and Assured to the respective person and persons, who have purchased the same, his and their Heirs, and every of them. To have and to hold the said Manor, &c. and all other the Premises before mentioned with their Appurtenances (except before Excepted) to the said *E. S.* and *T. C.* their Heirs and Assigns, to the only proper use and behoof of the said *E. S.* and *T. C.* and of their Heirs and Assigns for ever. Provided always, and these presents are upon this Condition. Nevertheless, That if *A. E.* shall and do well and truly pay, or cause to be paid unto the said *E. S.* and *T. C.* &c. the full Sum of, &c. without any manner of Deduction, of, or for any manner of Taxes, Charges, Impositions or Payments

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ments Parliamentary, or other, which shall or may be Charged or Assessed, for or in respect of the said Sum, &c. or any part thereof, then this present Indenture, and every Clause, Grant, Article and thing herein contained, shall from thenceforth cease, determine and be utterly void.

A Covenant for A. E. to pay the Money, &c.

A Covenant that A. E. is lawfully seized, and hath Power to Grant, except before Excepted, &c. And that after default of Payment, contrary to the Proviso, Covenant and Agreement aforesaid, and true intent and meaning of these presents, He the said A. E. will do any act for further Assurance for Conveying the Premises, (except before Excepted) unto the said E. S. and T. C. &c. Be it by Fine or Fines, or other matter of Record, &c.

And that after Default E. S. and T. C. shall quietly enjoy, free from Incumbrances, &c. Covenantant, That until default made in payment of the said Sum, &c. A. E. shall receive Profits, &c.

And T. C. Declares, That his Name in the present Indenture and Conveyance hereby made, was and is only used in trust, and for the benefit of said E. S. his Heirs and Assigns.

And lastly, It is Agreed by, &c. That in case A. E. or his Heirs, shall make Sale of all or any part of the said Manors, &c. E. S. and T. C. and their Heirs and Assigns, shall join with the said A. E. or his Heirs, in the Conveyance of the same Manor, &c. or such part or parts thereof, as shall be so sold. Provided, That the same, &c. to be Sold, be Sold for the full and true value, and that the Money arising by Sale thereof, be paid to the said E. S. until he be satisfied his said Debt of, &c. and the Interest thereof. And so as, and Provided the Sum to be paid to him the said E. S. be not less than Two thousand pounds at any one payment. And so as the said E. S. or his Heirs, have Notice 3 Months before every such payment. And so as in such Conveyance contain'd no farther Covenants on the parts of

Lawfully seized for further assurances.

Quiet enjoyment after Default.

To join in Conveyance for Sale.

Provided it be sold for full value.

And Money raised be paid for discharge of the Debt.

the said E. S. and T. C. their Heirs, Executors Administrators or Assigns, but only against themselves and their own Acts and Deeds only, and no others. In Witness whereof all the said parties to these presents, &c.

A Conveyance upon Purchase and Marriage Settlement, in Trust to Uses mentioned, by Deeds of Lease and Release.

Articles Recited.

Consideration of Marriage.

To Purchase Lands.

Lands Purchased within two Years.

THIS Indenture Quadripartite, &c. Between H. S. and J. H. of the first part, S. C. R. T. T. W. and M. W. of the second part, S. I. W. T. A. N. L. and H. P. of the third part, S. I. H. W. and M. his Wife of the fourth part. Whereas by a certain Article made between the said S. I. and the said M. now Wife of the said H. W. by the Name of M. I. &c. of the first part, the said H. W. of the second part, and the said Sir J. W. T. A. N. L. and H. P. of the third part, in consideration of a Marriage then intended to be had and since solemnized, between the said H. W. and M. his Wife, It is Covenanted and Agreed, That the said H. I. should give with the said M. his Daughter, the Sum of, &c. for her Marriage Portion, and pay the same unto Sir J. W. T. A. N. L. and H. P. or Survivors or Survivor of them, or the Executors of such Survivor so soon as such Purchase as is therein agreed to be made, should be found out, and that the said H. W. should pay to the said Sir J. &c. the Sum of, &c. so soon as such Purchase or Purchases, as is agreed should be found out. And in and by the said Articles of Agreement, it was further agreed, That the said, &c. and &c. should within Two years after Solemnization of the said Marriage, if it could be, or so soon as it conveniently might be by the said Trustees laid out in purchasing such Messuages, Houses, Lands,

Conveyances and Settlements. 393

Lands, Tenements or Hereditaments of a good Estate of Inheritance in Fee-simple, within the City of London, or elsewhere, free from Incumbrances, as should be approved of by the said *H. I. H. W. and M. his Wife*; and that such Estate so to be Purchased, when Purchased should be Conveyed and settled and assured, to the uses therein particularly expressed, being the same uses in effect, which are herein after Declared, touching the capital Messuage, &c. herein after mentioned. And the said *H. W.* Covenanted, That if the if *M. H.* Grandmother of *M.* should give or deliver, Grandmother upon her Death, or by or from any of his Relations, any Money should accrue or come to her the said *M.* Then he would within One year after Receipt of such Money or other Estate, lay out and disburse so much as should amount to the full value thereof, and more than the value in case the same should amount to, &c. in purchasing Messuages, Lands, &c. and convey the same to the same uses as therein are declared, concerning the Messuages, Houses, &c. first therein Covenanted to be Purchased and Setled as aforesaid, as by the said Articles may appear. And whereas the said Sum of, &c. and, &c. have not been yet advanced, but still remain in their Hands respectively. And whereas the said *H. W.* with consent and approbation of the said *H. I.* and *M. W.* and all the Trustees testified by their being made parties to, &c. hath contracted and agreed for the Purchase of the capital Messuage, &c. after mentioned for the Sum of, &c. And whereas the said *M. H.* before Ensealing, hath paid and given unto *H. W. &c.* towards the purchase of the said Messuage, &c. and in consideration thereof, and of such further Sums and Estate, as may accrue by Relations of *M.* and in pursuance, and towards performance of his Covenant in this behalf in the said Articles, hath agreed to advance, &c. more above the, &c. so agreed to be paid by him as aforesaid, and the said Sum of, &c. received from *M. H.* to compleat and make up the Sum of &c. purchase Money,

And settled to uses mentioned.

If the Grandmother give Money the Husband will raise so much more.

To Purchase Lands, and convey them to the same uses.

The Husband with consent hath agreed for Purchase of the Capital Messuage, &c. after mentioned.

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Consideration.

Paid by several Parties.

ney, and the said H. hath agreed that the said Capital Messuage, &c. shall be setled to, and for the uses here in after mentioned and declared in pursuance, and towards performance of the said Covenants in the said Articles contained : Now this Indenture witnesseth, That for, and in Consideration of the said Sum of 4600 l. paid, for the full and absolute Purchase of the capital Messuage, &c. in manner following, viz. 4000 l. part thereof paid H. J. by the direction and appointment of the said H. S. H. W. and M. his Wife, (testified by their being made Parties to, and Signing and Sealing of these Presents) unto S. C. in part of satisfaction of the Messuage due to him the said S. C. or payable upon, or by vertue of the Mortgages herein after mentioned to be made to him, or his Trustees, the Sum of, &c. more thereof paid by the said H. W. (by the direction of the said H. S. testified as aforesaid) unto the said S. C. in full satisfaction, and payment of, and for all Sums of Money to him the said S. C. due, or payable upon, or by vertue of the said Mortgages, the Sum of, &c. more, part thereof paid by the said H. W. by direction of the said H. S. testified, as aforesaid, unto the S. C. in full payment, and satisfaction of all Sum and Sums of Money to him the said S. C. due, or payable upon, or by vertue of one of the said Mortgages herein after mentioned to be made to him and his Trustees, and the Sum of, &c. residue of the said Sum of 4600 l. paid by the said H. W. to the said H. S. and in Consideration of the Sum of 5 s. 10 to the said H. S. and J. H. in hand, paid by the said S. J. W. &c. the Trustees, the Receipts whereof are respectively acknowledged, and themselves respectively and fully satisfied, and thereof, and of every part thereof, do, and every of them doth acquit, and discharge the said Sir J. W. O. and Sir J. W. &c. the said H. S. And at his special instance and request, and by, and with his consent, direction and appointment, and also at the instance and request, and by, and with the consent, direction and appointment of the

the said S. J. H. W. and M. his Wife, testified as
aforesaid, The said J. H. &c. have, and either of
them hath granted, bargained, sold, &c. To hold
to H. W. for Life, After the determination of that
Estate, Then to Trustees to prevent contingent
Uses from being defeated, &c. And after the de-
cease of H. W. to the use of M. his Wife for her
Life, without impeachment of Waste to happen,
without the wilful default of the said M. his
Wife, or by Fire, for her Joynture, and in Lieu,
Barr, and full satisfaction of all Dower, or Thirds,
she may Claim, or be Intitled unto out of any the
Manors, &c. whereof he the said H. W. shall at any
time during the Coverture be seized of any Es-
tate of Inheritance, and after the decease of the
Survivor of them, Then to the use of such Child
or Children of the said H. W. on the Body of the
said M. to be begotten in such parts and portions,
and for such Interest and Estate as the said H. and
M. shall from time to time, by Deed, &c. direct
or appoint, The last appointment to be by them
so made to take place, and for want of such dire-
ction, and as to such parts thereof, whereof no
appointed time shall be made, and during such time
as no Appointment shall be in force directing
the Payment thereof; The same Premises to
be to the use and behoof of all and every the
Child and Children of the Bodies of the said H. W.
and M. his Wife in equal proportions, and the
Heirs of the Bodies of such Child or Children as
Tenants in Common, and not as Joyntenants with
cross Remainders in Tail, on the Death of such
Children respectively, without Issue, as to the
respective parts of such deceasing Child or Chil-
dren, To the Survivor or Survivors of such
Children in equal Proportions, and of the Heirs
of the Body or Bodies of such Child or Chil-
dren Surviving as Tenants in Common, and not
as Joyntenants; and for default of such Issue,
Then to the use and behoof of the said H. W.
and of his Heirs and Assigns for ever, and to, and
for no other use, intent or purpose whatsoever
Provided

The uses.

*Joynture
in lieu of
Dower.*

*Limitation
of use to
Children.*

*Proviso
for power
to make
Leases.*

Provided always, nevertheless, &c. and *H.W.* to make Leases of 21 Years during his Life, the like to *M.* during her Life; so as they be made in Possession and not mispunnable of Wast, and so as the best improved Rent that may be had for the same be reserved during the continuance thereof, and so as therein be a Proviso for Re-entry for Non-payment of Rent, so as the Lessees Seal Counterparts. And this Indenture further witnesseth, That for, and in consideration of the aforesaid Sum of, &c. herein before mentioned to be paid by the said *H.W.* by the direction and appointment of the said *H. S.* testified as aforesaid unto the said *S. C.* in full payment of all Money due to him the said *S. C.* due or payable upon, or by virtue of one of the said Mortgages herein after mentioned to be paid to him and his Trustees, and in consideration of £ s. to the before named *R. T. T. W.* and *M. W.* in hand paid, &c. by the said Sir *J. W.* and other the Trustees, the several Receipts, &c. are acknowledged, the said *R. F. T. W.* and *M. W.* at the special instance and request, and by, and with the consent, direction and appointment of the said *H. S.* and *S. C.* and *R. T.* testified, &c. Have, and either of them hath granted, bargained, &c. All that the said Cottage or Tenement, &c. called *T. &c.* with, &c. which said Cottage, &c. were by Indentures of Lease and Release made between, &c. conveyed to the said *H. S.* in consideration of 900 *l.* unto the said *T. W.* and *M. W.* and their Heirs in trust for the said *R.* his Heirs and Assigns; and by a certain Writing *Dat. &c.* The said *T. W.* and *M. W.* and also the said *R. T.* did declare, that the said consideration Money mentioned to be paid in the said Indenture of Release, was the proper Money of the before named *S. C.* and that the names of the said *T. W.* and *M. W.* were only used in the said Indenture of Lease and Release, in trust for the said *S. C.* his Heirs and Assigns, to hold the said Cottage, &c. so the said Sir *J. W.* and the other Trustees, their Heirs and Assigns for ever; To such and the same

*Conveyance
of a Mort-
gage by the
Trustees.*

T
Exe
of t
Tru
Wife
gage
from

same uses, intents and purposes upon the same ^{To uses as} Trusts, and under the same Provisoos, Limita- ^{before.} tions, Declarations and Agreements as are herein before expressed, limited and declared, touching and concerning all and singular the capital Messuage, &c. first herein before mentioned: And *H. S.* Covenants with the Trustees, that notwithstanding any Act done by him to the contrary, ^{Covenant} that he the said *H. S.* *J. H. T. W.* and *M. W.* now are, ^{that he} hath not and stand, or some, or one of them now are, or ^{incumbred.} at the time, &c. is, and standeth lawfully seized, &c. and that for, and notwithstanding any such Act or Thing, they, or some of them have good right to grant, bargain, sell, &c. and also ^{that he} that the capital Messuage, &c. shall be quietly enjoyed, free from Incumbrances, except the Mortgages and Leases therein mentioned: And that he, and all others claiming under him except such Persons as do, or shall claim under the said ^{To make} excepted Terms, and excepted Leases, for, or in ^{further as-} respect of the same Terms and Leases, and no ^{urance.} other Lease, Term or Estate whatsoever, shall and will at all times hereafter upon request make further assurance, &c. to the said Trustees, &c. and declare to all the said Parties at all times, &c. shall be and enure to the uses before declared, &c.

In Witness, &c.

Assignment of a Mortgage in Trust to *Inheritance*
attend the Incumbrance.

THIS Indenture made, &c. between *H. S.* and *J. H.* of the first part, and *E. W.* and *D. J.* Executors of the last Will and Testament of *J. H.* of the second part, and *Sir J. W.* and the others Trustees of the third part, *Sir J. H. W.* and *M.* his Wife, &c. of the fourth part, reciting the Mort- Recital of
gage to *H. W.* &c. And whereas there is now due the Mort-
from the said *H. S.* unto the said *E. W.* upon, or by gage Deed:
virtue

*Recital of
the Convey-
ance by
Lease and
Release.*

*The term of
500 years
to be kept on
foot.
Considera-
tion of this
Assignment.*

vertue of the securities aforesaid, the Sum of, &c. and there is also due and owing from him to the said F. as Executor of H. upon the Securities aforesaid, the Sum of, &c. And whereas by Indentures of Lease and Release, bearing date respectively, &c. made between, &c. the Freehold and Inheritance of the said Capital Messuage, &c. are conveyed unto Sir J. W. and other the Trustees and their Heirs, to the Uses, and Subject to the Limitations, Trusts, Conditions, Provisoos and Declarations in the said Indenture of Release, particularly limited and declared; and thereupon it hath been and is agreed, That the said term of 500 years in the Premises, shall be assigned and kept on foot upon the Trust, and for the purposes herein after mentioned. Now this Indenture Witnesseth, That in consideration of 1000 l. by Sir J. and of the Sum of &c. more of like Money by the said H. W. to the said D. F. in hand, paid, and of the Sum of, &c. by the said H. W. to the said E. W. in hand paid by the direction and appointment, and for the proper Debt of the said H. S. and by and with the privity and consent of the said M. W. Sir J. W. and the Trustees, testified by, &c. in full satisfaction and discharge of, and for all principal and interest Moneys, in any wise due, owing or payable unto them the said E. W. and D. F. or either of them, upon or by vertue of the said recited Securities, and in consideration of the further Sum of 5 s. to them paid by the said — the respective Receipts whereof are acknowledged, &c. Which said several Sums of 1006 l. and &c. to the said E. W. and D. F. in and by the said — are the same Sums of 1000 l. &c. mentioned to be respectively paid by the said Sir J. and H. W. unto the said E. W. and D. F. in and by the said Indenture Quadripartite of Release; they the said E. W. and D. F. at the Request, and by the Direction of H. S. H. W. Sir J. M. W. Sir J. W. and the other Trustees, have, and either of them hath bargained, sold, &c. to hold, &c. to the said, &c. his Executors,

cutors, Administrators and Assigns, during all the residue of the said 500 Years in trust, and to the intent that the said term and Estate hereby Assigned, may not be in the Nature of a Term in Gross, but shall and may attend and wait upon, and be subservient unto the several Uses, Estates, Trusts and Limitations which in and by the said recited Indenture Quadripartite of Release, were expressed, limited and declared, of and concerning the same Premises, and to protect the same uses and Estates from and against Incumbrances, if any be. And the said E. W. Covenants, he hath not done any act to incumber the Premises. And the said D. F. Covenants the like, &c.

The use and Limitations in the recited Indenture of Release.

In Witness, &c.

The like Assignments from the other Mortgagees and Trustees

And where several Terms are in One, or the same Persons join them in One Deed, with an — Directi-
And this Indenture further Witnesseth, ons.
The several Terms and Assignments thereof, being recited in the beginning of the Deed.

Exceptions of Rents reserved, of the Terms or Mortgages above, and of under Leases, thus.

THE Grantor Covenants, the Premises are free from all Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Debts, Recognizances, Statutes Merchant, and of the Staple, Judgments, Extents, Executions, Seizures, Rents Charge, Rents Secke, and other Rents, and Arrears of Rents, Annuities, Legacies, Pensions, Portions, Taxes and Arrears of Taxes before the day of the date of these presents,

Covenants against Incumbrances

Exception
of Leases.

sents, due or payable, Debts of Record, Orders, and Decrees, Forfeitures and Causes of Forfeitures; and of and from all other Estates, Titles, Troubles, Charges, Incumbrances, Claims and Demands whatsoever, had, made, committed or wittingly or willingly done, suffered or assented, or hereafter to be had, made, committed, or wittingly or willingly done or suffered, or assented to by the said H. S. his Heirs or Assigns, or any of them, or of or by any other Person or Persons whatsoever, lawfully claiming, or to claim, by from or under him, them, or any of them, except one Lease or term for 194 years, heretofore made and granted by T. S. Esq; since Deceased, Sir R. G. and Sir T. D. unto J. L. B. since Deceased, of all the before mentioned Premises, (amongst other things) by Indenture, bearing date the, &c. made or mentioned to be made, between the said Sir R. G. and Sir T. D. Executors of the Last Will and Testament of Sir T. R. Deceased, and the said T. S. of the one part, and the said J. L. B. of the other part; which said Term of 194 Years, as to the said Capital Messuage, and some part of the Premises herein before mentioned, to be hereby Conveyed, did afterwards by several mean Assignments, come unto, and was vested in T. W. Gent. and also except one other Lease or Term, &c. which said several Terms of 194 years, 500 years, 170 Years, and 1000 years are assigned over unto some Person or Persons, in trust, to attend and wait upon the several uses, Estates, Trusts and Limitations, herein and hereby before expressed, limited and declared, and also one Lease by Indenture, bearing date, &c. made and granted by the said H. S. unto T. Q. of some part of the said Premises herein before mentioned, to be hereby conveyed for the Term of Eleven years, commencing, &c. next after the date of the said excepted Lease, whereupon the yearly Rent of Ten Pounds, is reserved payable half yearly. And also except one other Lease, &c. which said several yearly Rents of Ten pounds, One hundred and twenty

twenty pounds, 24 l. 9 s. 6 d. and 7 l. 8 s. 6 d. *The Rents*
 which shall after the day of the date hereof grow *to grow due*
 due to be paid, shall, and are hereby agreed to be *to whom*
 from henceforth due and payable to such Person *the Inheri-*
 and Persons, to whom the Reversion of the Pre- *tance doth*
 mises according to the limitation aforesaid, and *belong.*
 the true intent and meaning of these Presents
 belong.

Let there be two Laeses for a Year, and the Par- *Directions.*
 ties to them distinctly named in the Deed of Re-
 lease, together with the Consideration of five shil-
 lings or ten shillings mentioned.

If any Lands or other things; as Royalties or
 Privileges of Hunting, Hawking, Fishing, Fow-
 ling, &c. be excepted, let them be excepted as
 well in the Lease, for a Year as in the Release
 and Deed inrolled. In perusing the Draughts of
 Writings drawn; First take care of the Dates and
 Recitals of Deeds: Secondly, Compare the par- *Directions*
 ticles exactly, and observe the Exceptions (if any) *useful.*
 that they may be again excepted; and if any Rent
 be reserved, that it be again excepted in the Co-
 venant against Incumbrances, and make proper
 parties, And if any of the parties be Admini-
 strators. See the Letters of Administration,
 if they be Executors take extracts of the
 Wills.

A Conveyance of Money in Trust for a Wife or Feme Covert.

THIS Indenture Tripartite made, &c. be-
 tween A. W. now Wife of R. W. of the first
 part, D. M. F. of the second part, and J. F. and
 W. S. the two Executors of the Last Will and
 Testament of T. W. deceased, of the third part.
 Whereas the said T. W. in, and by his Last Will
 and Testament bearing date on, or about the, &c.
 did Give and Bequeath, and, also therein, and
 thereby direct and appoint, That for the sole and
 D d separate

*Recital of
a Will.*

*Their Ac-
quittance
is a suffi-
cient Dis-
charge.*

separate benefit of his Neece, *A. W.* Daughter of his Sister *A. J.* and the then and now Wife of *R. W.* there should be paid by his Executors, unto such person or persons as the said *A. W.* his Neece should by any Writing under her Hand and Seal limitt and appoint (other than the said *R. W.* her Husband) the full Sum of Two hundred and fifty pounds of lawful Money of *England*, And the Receipt, Release and Discharge of such person or persons, without the said *R. W.* should be to his Executors a sufficient Discharge, And the Will and meaning of the said *T. W.* further was, and so he did in, and by the said Will declare and order, That the said Two hundred and fifty pounds should not be payable, or paid unto. or for the said *R. W.* Nor that any disposition, share or limitation should be thereof, or of any part thereof made unto him, Nor that he should have any Part, manner of Right or Trust therein, either in Law or Equity, Nor any manner of Power to receive, meddle with, or dispose of the same or any part thereof, But should be absolutely debarred and excluded thereof, and therefrom, to all intents and purposes whatsoever ; And so he did in and by his said recited Will, Order, Devise, and Declare in all and every respect as aforesaid, or to the same effect, as in, and by the said recited Last Will and Testament of the said *T. W.* whereunto Relation being had, more fully and at large it doth and may appear. And whereas the said *J. F.* and *W. S.* being nominated and made Executors, in, and by the said recited Last Will and Testament of the said *T. W.* as aforesaid, have duly proved the said Will in the Prerogative Court of *Canterbury*, and taken upon them the Burthen and Execution thereof, as by the probate thereof may also appear. Now this Indenture witnesseth, That the said *A. W.* being the Person named in the said recited Last Will and Testament of the said *T. W.* and late Neece of the said *J. W.* and the now and late Wife of the said *R. W.* and Daughter of the said *A. J.* who was Sister

to the said *T. W.* Doth by this present Writing *The direct*
under her Hand and Seal limit and appoint, that *tion of the*
the said Two hundred and fifty pounds so given, *payment*
or bequeathed or directed and appointed, in, and *by the*
by the said Last Will and Testament of the said *Wife.*
T. W. as aforesaid, shall be paid by the said *I. F.*
and *W. S.* the two Executors of the Last Will
and Testament of the said *T. W.* unto the said *D.*
M. F. Widow, and not to any other Person or Per- *To the uses*
sons whatsoever, to the uses, intents or purposes *mentioned.*
herein after mentioned, She the said *D. M. F.* be-
ing the only person limited and appointed, or
intended to be limited and appointed by the said
A. W. to receive the same Two hundred and fifty
pounds, And the said *A. W.* by this her Wri-
ting, signed and sealed by her with her own
Hand and Seal, according to the true intent and
meaning of the said recited Will, Doth limit *Doth ap-*
and appoint the said *I. F.* and *W. S.* the said *point the*
Executors of the Last Will of the said *T. W.* *Executors*
to pay the said Two hundred and fifty pounds *to pay the*
unto the said *D. M. F.* To the intent, That *Money ac-*
she the said *D. M. F.* her Executors or Ad- *cordingly.*
ministrators, shall and will pay and dispose of
the said Two hundred and fifty pounds, and all
the proceed and interest thereof to such person or
persons, and in such manner, and upon such Se- *To the in-*
curities either by way of Mortgage or otherwise, *tent the*
or in any other manner as the said *A. W.* by any *party may*
Writing or Writings under her Hand and Seal *dispose of*
testified by two or more credible Witnesses, shall *it as the*
direct and appoint from time to time, exclusive *Wife shall*
always to the said *R. W.* her Husband, and every *direct ex-*
other Husband that she shall hereafter Marry, and *clusive to*
so as that he nor they, nor any of them shall *the Hus-*
have any intermeddling therewith, nor disposing *bands.*
power thereof, And for want of such appoint-
ment, that they pay the same to the Executors or
Administrators of the said *A. W.* And the said *A.*
W. doth hereby direct and appoint that the said
D. M. F. do upon her Receipt of the Moneys
Give, and Seal unto the said *I. F.* and *W. S.* a
D d 2 full

Directs the Party who is to receive, to give a discharge. sufficient Receipt, Release and Discharge for the same Two hundred and fifty pounds according to the true intent and meaning of the said Will, this her limitation and appointment to her the said D. M. F. in that behalf, and the Writing sign'd and sealed, and duly executed by the said A. W. shall be to them the said J. F. and W. S. and either them, their, and either of their Executors and Administrators, and unto the Executors and Administrators of the said T. W. and to every of them a full and sufficient Limitation, Appointment, Warrant and Discharge for their Payment of the said Two hundred and fifty pounds unto the said D. M. F. forever by these Presents, Provided always nevertheless, And it is hereby declared, concluded, condescended unto, and agreed by and between the said A. W. and the said D. M. F. their Executors and Administrators respectively,

Proviso that when the Party placeth out the Money, The Party shall not be charged for miscarriage or loss.

Other than for wilful defaults.

That if at any time whensoever the said D. M. F. her Executors or Administrators doth, or shall lend, or place, or put out, or dispose of the said Two hundred and fifty pounds, at, to, or upon Use or Interest to any Person or Persons, upon, or by way of Mortgage, or any other Security whatsoever, She the said D. M. F. her Executors or Administrators shall not be charged or chargeable, or accountable, or any wise answerable, for, or by reason or means of any loss or damage that shall or may happen, come or accrew through the insolvency of the Person or Persons to whom much Money is, or shall be so lent, placed out, to, or disposed, Nor with any more Monies than such only as she or they shall actually have received, and shall have in her or their Hands and Custody, nor with, nor for any Act, Deed, Matter or Thing that she or they shall do or commit, in, or about, or concerning the said Monies or the disposition thereof, as aforesaid, other than such, as, or what shall happen, arise, come or accrew by, for, from, through, upon, or in respect of her, or their wilful default or defaults therein only and no otherwise, And that she the said D. M. F.

M. F. her Executors and Administrators shall and may be saved harmless, and deduct to her and *The Party* themselves, by, and out of the said Monies, or *Trustee to* the proceed thereof, of, and for all such Costs, *be indemp-* Charges, Damages and Expence as she or they *nified out* shall bear, pay, sustain, or be put unto, for, or *of the pre-* by reason or means, or in respect of the Pre- *mises from* misses, or the Execution, or Management there- *loss.* of, or in any wise touching or concerning the same, as aforesaid: In witness whereof all the said parties, &c.

A Lease in Trust for Payment of Debts, &c.

THIS Indenture made, &c. between I. F. of the one part, and C. A. F. F. N. H. and H. C. of the other part witnesseth, That the said I. F. for the better and more speedy raising of the several Sums of Money, Rents Charge, Annuities and other yearly payments due, and owing by him the said I. F. and charged upon his Lands and Estate, or some part thereof which are mentioned in a Schedule hereunto annexed, and for, and in consideration of the Sum of Ten shillings, of good and lawful Money of *England*, to him in hand paid by the said C. A. F. F. N. H. and H. C. before the sealing and delivery hereof, the Receipt whereof he doth hereby acknowledge, and for other Considerations him thereunto moving, Hath demised, granted, bargained, sold, and to farm letten, and by these presents he the said I. F. doth demise, grant, bargain, sell, and to farm, let unto the said C. A. F. F. N. H. and H. C. their Executors, Administrators and Assigns, All those his several Manors or Lordships of S. M. and D. situate, lying and being within the said County of B. with all and singular the Houses, Messuages, Edifices, Buildings, Barns, Stables, Dove-houses, Courts, Backsides, Yards, Orchards, *Considera-* tion for *payment of* Debts, Annuities, &c. *All those* Mannors, &c. *D d ?* Gardens.

Deeds of Conveyance.

Gardens, Lands, Meadows, Pastures, Closes, Feedings, Woods, Under-woods, Commons, Commons of Pasture, Heaths, Wafts, Wast-grounds, Ways, Waters, Watercourses, Fishings, Courts, Court-Leets, Profits of Courts and View of Frankpledge, Rents, Reversions, Profits, Services, Franchises, Privileges, Royalties, Profits, Commodities, Hereditaments and Appointments whatsoever to the said Manors or Lordships respectively belonging, or in any wise appertaining, or to, or with the same respectively used or enjoyed, or accepted, reputed or taken as part, parcel, or Member of the same Manor, or of either of them respectively, whereof he the said *J. F.* hath any Estate of Freehold in Possession, Reversion, Remainder or Expectancy, Situate, lying and being, coming, growing, arising, renewing, happening, or to be had and taken within the several Parishes, Precincts or Territories of *S. M.* and *D. T.* or *H.* or either of them, And the Reversion and Reversions, Remainder and Remainders of the said Premises, and all Yearly and other Rents and Profits reserved upon any Demise made of the Premises, or of any part or parcel of them: To have and to hold the said Manors, Lands, Messuages, Tenements, Hereditaments and Premises, and every of them with their and every of their Appurtenances unto the said *C. A. F. F. N. H.* and *H. C.* their Executors, Administrators and Assigns, for, and during the Term, and to the full end and expiration of One and twenty Years from thenceforth next and immediately ensuing, and fully to be complear and ended, if the said *F. F.* shall so long live, Yielding and paying therefore Yearly one only Pepper-corn Rent at the Feast of *St. Michael* the Archangel, if the same shall be lawfully demanded, Upon special Trust and Confidence notwithstanding in them reposed, That they and the Survivor of them his Executors and Administrators shall and will out of the Rents, Issues and Profits of the said Premises Yearly, and every Year to satisfie and pay unto

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dum.

Trustes.

unto the proper Hands of the said *I. F.* the Sum of, &c. of lawful Money of *England*, over and above all Taxes, Charges and Reprizes for the Maintenance of himself and his Family; And upon further Trust and Confidence, that they the said *C. A. F. F. N. H.* and *H. C.* and the Survivor of them shall imploy and dispose of the rest and residue of the Rents, Issue and Profits of the said Premises, as the same shall come unto their or any of their Hands, and be received by them, or any of them in manner and form following, (That is to say) That they shall in the first place satisfy and pay the several Annuities, Yearly Rents and Payments specified in the said Schedule unto the several and respective Persons to whom they are respectively due and payable; And shall imploy all the rest and residue of the said Rents and Profits of the said Premises, in payment and discharge of the several Debts and Sums of Money mentioned in the said Schedule unto the several Persons therein named, together with all Costs and Damages due, and to grow due by reason of the Non-payment of the same, or any part of them, and from, and after payment of the said Debts, Sums of Money and Damages. shall imploy and dispose of all the then rest and residue of the Rents by them received in the payment and discharge of such other Debts of the said *I. F.* as he by any Writing under his Hand shall limit, direct or appoint, or otherwise shall stand, and be possessed of, and in the same, in trust for the said *I. F.* or his Assigns: And it is hereby further agreed and declared by, and between all the said Parties, and the said *I. F.* doth hereby declare, That the said *C. A. F. F. N. H.* and *H. C.* their Executors and Administrators by virtue of the Trust before mentioned, shall be only charged with, and accountable for so much Money as they respectively shall actually receive by virtue of these Presents, and with no more, nor the one for the other, or with, or for the Receipts or Disbursements, the one of, or for the other

To pay
100 l.
Yearly
to the
Grantor.

Annuities,
Rents and
Payments
mentioned
in a Schedule.

Debts and
Sums mentioned
in the Schedule.

Trustees
accountable
only for
what they
receive.

Deeds of Conveyance.

Trustees to
deduct
Expences
out of the
Revs, &c.

nor for their or any of their failers or deficiencies, or for the failer or deficiency of any Bailiff, Agent or Receiver, who at any time or times hereafter shall be employed by them, their Executors or Administrators, by the consent and allowance of the said I. F. for the receiving or payment of the said Sums of Money, to be raised or received by virtue of the said Trust: And shall and may from time to time deduct, and be saved harmless out of the said Premises, and the Rents and Profits of the same, of, and from all such Costs, Losses, Charges, Damages and Expences, as they or any of them shall, and may at any time or times hereafter bear, sustain, and be put unto, for, or by reason of the Premises, or the Trusts herein before declared, or the Management or Execution thereof, or in any wise relating thereunto: In witness whereof the Parties above named, &c.

A Schedule of the several Sums of Money intended to be satisfied and paid by virtue of the Deed of Trust hereunto annexed.

	l. s.
T o Mr. C. F. Heir of Mr. W. F. <i>pe Ann.</i>	60 00
To D. E. R. Principal, at 6 per Cent.	3000 00
To E. S. E. Principal, at 6 per Cent.	1200 00
To T. P. T. Principal, at 6 per Cent.	100 00
To B. T. W. Principal, at 6 per Cent.	170 00

A Lease for a Year to Preced a Release.

Considera-
tion.

THIS Indenture made, &c. between A. B. of the one part, and C. D. of the other part witnesseth, That the said A. B. for and in consideration of 5 s. of lawful Money of England, to him

him in hand paid by the said C. D. The Receipt whereof he doth hereby acknowledge, hath bargained and sold, and by these Presents doth bargain and sell unto the said C. D. all that Messuage, &c. and the Reversion and Reversions, Remainder and Remainders, together with the Rents and Profits of the Premises, and of every part and parcel thereof: To have and to hold the Haben-said, &c. and all, and singular other the Premises, hereinafter mentioned and intended to be hereby bargained and sold with their, and every of their Appurtenances unto the said C. D. his Executors and Assigns, from the Day before the Date hereof, for and during the Term of one whole Year from thence next ensuing, and fully to be compleat, and ended, Yielding and paying therefore the yearly Rent of one Pepper-corn at the Feast of St. Michael the Archangel only, if the same be demanded, To the intent, that by virtute of these Presents, and of the Statute for transferring Uses into Possession, the said C. D. may be in the actual possession of the Premises, and be enabled *The use and intent.* to accept a grant of the Reversion and Inheritance thereof, to him and his Heirs.

In Witness whereof, &c

A Bargain and Sale to be Inrolled.

THIS Indenture made, &c. between A. B. of the one part, and C. D. of the other part witnesseth, That in Consideration of ten Shillings, &c. The Receipt whereof is hereby acknowledged, And other good Causes and valuable Considerations, &c. Hath bargained and sold, &c. unto the said, &c. All that, &c. And all and singular other the Lands, &c. whereof or wherein the said C. D. hath any Estate of Freehold or Inheritance in Possession, Reversion, Remainder, Property, Claim or Demand whatsoever of him

Deeds of Conveyance.

Haben-
dum.

Use of Fines,
Recoveries
of the Pre-
misses.

To Bar-
gaine and
his Heirs.

him the said G. D. and his Heirs, of, into, and out of the said Premises: To have and to hold unto the said A. B. his Heirs and Assigns, To the only proper use and behoof of the said A. B. his Heirs and Assigns for ever: And it is hereby declared and agreed, by and between the said Parties to these Presents, That all and every Fine and Fines, Recovery and Recoveries, Conveyances and Assurances in the Law whatsoever heretofore had, made, levied, suffered and executed, or hereafter to be had, made, levied, suffered and executed by and between the said Parties to these Presents, or any of them alone, or together with any other Person or Persons of the above bargained Premises, or any part thereof, shall be, and Enure, and is, and are by these Presents declared to be, and Enure to the only proper use and behoof of the said A. B. his Heirs and Assigns for ever.

In Witness whereof, &c.

A Deed of Defeazance.

Recital.

Declara-
tion of the
Trustes
and Agree-
ment.

THIS Indenture made, &c. between, &c. Whereas by Indenture, &c. did assign and set over, &c. And whereas the said I. B. by Indenture, dated, &c. did Bargain, &c. And whereas by Indenture of Lease and Release bearing respective Date on or about the &c. made between, &c. in Consideration of 2000 l. did Convey, &c. To hold, &c. Now this Indenture witnesseth, and the said E. and R. doth, or do hereby severally and respectively acknowledge and declare, That the said, &c. and that, &c. and all, and singular other the Mortgages, Judgments and Securities herein before recited or mentioned, and every of them are so assigned and transferred to the said E. and R. as aforesaid, for securing the Payment of Six thousand and seven hundred pounds

pounds with Interest for the same in manner after Covenant expressed; And the said E. and R. do Covenant, *Covenant if the Mo-*
That if A. B. do pay, &c. the Sum of 7008 l. 10 s. *ney be paid*
in manner following (that is to say) &c. Then to Recon-
after the last payment made, the said E. and R. &c. *u y.*
shall upon Request, and at the Cost of H. E.
Assign, Transfer and Reconvey the said Manor,
and all their Estate and Interest therein, and all, and
singular the said Mortgages, Judgments, &c. be-
fore mentioned, together with the said recited
Indentures, and every of them unto the said S. T.
his Heirs, Executors, Administrators and Assigns
respectively; or to such other Person or Persons
respectively as he or they shall for that purpose
Nominate and Appoint, Freed and Discharged of,
and from all Charges and Incumbrances commit- *Freed from*
ted or done by the said E. and R. or either of *Incum-*
them, their, or either of their Heirs, &c. A Co- *brances.*
venant to pay the Money, &c. A Covenant in
case of default to Enter and take Possession of the
Manor, &c. and to receive Profits freed and dis-
charged of all Incumbrances. A Covenant in *And to*
default of payment to make further Assurance. A *make fur-*
Covenant, That until default S. T. shall quietly *ther Assur-*
enjoy. *ance.*

In Witness &c.

A Deed of Partition.

THIS Indenture made, &c. between, &c.
Whereas the Manors, or Lordships herein
after mentioned, lying and being, &c. and the *Lan's de-*
Messuages, Lands, &c. herein after mentioned, *scended.*
lying and being in, &c. did come and descend to
the said C. and M. and their Heirs, after the de-
cease of G. A. late, &c. who was Son and Heir as
well of S. H. A. as also of D. M. A. deceased Wife of
of the said S. H. A. which D. A. was one of the
Daughters, and Co-heirs of H. P. late of H. &c.
And

Agreed to be exchanged. And whereas the said C. and M. have come to an Agreement touching such the Manors, Messuages, &c. herein after mentioned; And for good Causes and Considerations them thereunto moving, and to prevent such mistakes and differences as might happen between them, their Heirs or Assigns, if Partition thereof should not be made, they the said C. and M. do declare that they are agreed, and each of them for herself and her Heirs, doth agree with the other of them and her Heirs, to make an absolute Division or Partition of the said Manors, Lordships, Messuages, &c. in manner as is herein after mentioned: And therefore this Indenture witnesseth, That for, and in Consideration of a competent Sum of lawful Money of England, to the said M. A. in hand paid by the said C. B. at or before, &c. The Receipt whereof is hereby acknowledged; And for other good Causes and Considerations, her the said M. A. thereunto moving, The said M. A. hath granted, enfeoffed, released and confirmed, and by these Presents, &c. unto the said C. B. and her Heirs, all that the Manor, &c. which are next immediately mentioned and expressed, or intended to be, to her the said C. B. granted, (that is to say,) all that Messuage or Tenement, &c. in Tenure of H. B. at the yearly Rent of, &c. and all other the Tenements, Cottages, &c. which were part of the Estate of the said H. A. Scituate near, &c. and the yearly Rents of, &c. payable by, &c. for the Vicarage, &c. and all and all Wayes, &c. to the said Manors, hereby allotted or intended to be allotted to the said C. B. and her Heirs and Reversion and Reversions, Remainder, &c. of the Premises allotted, &c. and all the Estate, &c. and all Deeds, Charters, Evidences and Writings, concerning the same only, or only any part thereof. To have and to hold the said Manor, &c. and Premises, Granted or intended to be Granted to the said C. B. and her Heirs, by these presents, unto her the said C. B. and her Heirs, to the only proper use and

Consideration of Money.

A Partition to be made.

Habendum.

Uses.

and behoof of the said C. B. her Heirs and Assigns for ever; and to and for no other use, intent or purpose whatsoever. And C. B. Covenants to hold her self content in the said Allotment or Share, so to her and her Heirs, Granted by these presents as aforesaid. And that in satisfaction of and for all such Estate, Right, Claim and Demand, which the said C. B. or her Heirs, might or could any ways make or have, as to such part or parts of the said Manors, Messuages, Lands and Hereditaments herein after Allotted, and Let out by these presents, to and for the said M. A. and her Heirs. And this Indenture further Witnesseth, That for in consideration of a competent Sum, of, &c. to the said C. B. &c. she the said C. B. hath Granted, Enfeoffed, &c. as before by M. A. And it is by and between the said Parties to these presents, further Declared, Covenanted and Agreed, as touching and concerning the Manor of *Ditton, &c.* and Commonable Places called C. and as for and concerning N. Common, &c. late part of the Estate of the said T. A. And of all the Profits of Courts, and of Lead, Iron, Coal and Lime, and all other Profits arising, &c. or which can be made by or out of the last mentioned Premises; the which said last mentioned Premises, the said C. B. and M. A. have not agreed or found it convenient or easy to divide between them distinctly, seperately or equally. It is therefore hereby Concluded and Agreed, by and between them the said C. B. and M. A. and each of them doth for her self, and her Heirs, Covenant, Grant and Agree, with the other of them, her Heirs and Assigns, as followeth, (that is to say) That the said C. B. and her Heirs and Assigns, shall and may from henceforth have and enjoy, one Moiety or half part of the said Manor of D. and C. and N. Common, and also of all the Profits, Priviledges, &c. arising, or which at any time hereafter can be made or had out of the said Manor of D. C. and N. Common or any of them. To have and to hold the said Moiety or half part

*Ex hange of
the other
Party, in
considerati-
Money.*

*Concerning
Lands not
divided.*

of

of the last mentioned Premises unto the said C. B. her Heirs and Assigns for ever. The like for the other Moiety to M. A.

It being the true intent and meaning of the said Parties to these presents, That the said C. B. and M. A. and their Heirs, shall have and hold, and enjoy the said Manor of D. and other the last mentioned Premises, as Tenants in Common, and not as Joint-Tenants, and so as there shall not be any Survivorship or benefit of it, or by it, between the said parties thereout, and their Heirs and Assigns. And M. A. Covenants, &c. with C. B. in manner following, That is to say, That C. B. and her Heirs, and Assigns, shall hold and enjoy the Manor of B. and Lands Allotted to her and her Heirs as aforesaid; and that free from all Charges, Mortgages, Wills, Rents, Charge and other Rents, Judgments, Extents, Sequestrations, Charges and Incumbrances whatsoever, other than such Leases are mentioned in a Schedule Annexed; and also that she the said C. B. may quietly enter into and enjoy the said Manor, &c. and receive the Rents, &c. without Lett, &c. of M. A. or any claiming under her or her Heirs, or Assigns. And that at any time during Seven years, shall make further Assurance by Feoffment, Fine, Recovery, &c. at the request and Charges of C. B. so as not compellable to travel further than place of abode; and so as no other Covenants are required than herein Expressed.

The like Covenants from C. B.

Declaration for free way and Passage for each Party. And it is Covenanted and Agreed, between the Parties, that each of them, their Tenants and Assigns, shall have free Ingress, Egress and Regress, Drift way and Passage over or through the Lands of the other, when they cannot pass through their own Grounds, or other way for that purpose, so as they be as little wastful and make amends soon after damage done. As concerning all other Lands descended to them, of which no Partition or Agreement is, they shall be held by them as Tenants in Common. And the

the Wood and Timber to be held equally between them, shall not be cut without giving Notice to the other party, it being the intent that if any one cut Wood, &c. the other may cut and take as much, and that without Notice or Warning to be given. And lastly, it is Agreed, That either of the said parties may use and take all such Timber, as is already marked, without giving any Notice, &c.

Wood not to be cut by either without Notice.

In Witness whereof, &c.

A Deed of Settlement for a Wife and Children, Reciting divers former Deeds.

THIS Indenture made, &c. between, &c. Whereas by Indenture, Tripartite made, between, &c. It is amongst other things recited, That whereas by Indenture, &c. J. J. did Bargain and Sell unto A. W. her, &c. all that Capital Messuage, &c. to hold for &c. without Impeachment of Wast, under the yearly Rent of One Pepper-Corn only, upon Condition for making void thereof, on payment of, &c. as therein mentioned. And whereas by Indenture of Lease and Release, the Lease bearing date, &c. and the Release the day next after the Lease, being Tripartite and expressed to be made between, &c. Reciting the above Indenture of Lease, the first to J. J. for the further Security of the said, &c. and for and in consideration of the further Sum of, &c. therein mentioned to be paid by the said A. W. of, &c. by W. and to the said J. J. did at the Nomination of the said A. W. Grant and Convey unto the said G. M. his Heirs and Assigns, the said Manor or Lordship of s. &c. Demised by the said Indenture of Lease; and also the said several Messuages, &c. excepted in or by the said Indenture

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Indenture of Lease, and also that Messuage, &c. To hold unto the use of the said G. M. his Heirs and Assigns for ever. In trust nevertheless for the said A. W. her Heirs and Assigns, in which said Indenture of Release, is contained a Proviso, That upon payment of, &c. to the said A. W. her Executors, &c. at the days place, and in manner in the first above Recited Indenture of Lease limited; and the further Sum of, &c. at the days and place, and in manner in the first above recited Indenture of Lease limited; he the said G. M. his Heirs or Assigns should and would Reconvey to J. J. his, &c. the said Manor, &c. free from all Incumbrances done by him or them, &c. and it is in the said Indenture Quinquupartite, further also Recited, That whereas by Indenture Sextipartite, of Release made between, &c. one Annuity of, &c. was limited to the said B. S. Issuing out of the Messuage, &c. called N. &c. during his life, to Commence after Death of M. S. his Mother, who is since Dead; and after Decease of the said M. S. and B. S. &c. Survivor of them, one Annuity of, &c. is limited to the first and other Sons of the said B. S. Successively, and their Heirs Male. And whereas in the said Indenture Sextipartite, is a Proviso, That if Sir R. S. his, &c. should settle and assure Lands, &c. within the Realm of England, or Dominion of Wales; of the yearly value of, &c. over and above all Charges and Repairs, Publick Taxes excepted, to the uses following, that is to say, To the use and intent, That one Annuity of &c. should be issuing out thereof, unto the said M. now Wife of the said B. S. for her Life, after Decease of B. S. for her Jointure, with power of Distress for Recovery thereof, and charged with the said Annuity, to the use of B. S. for Ninety Nine Years, if he so long live; and after determination of that Estate, to the use of the Trustees and their Heirs for life of B. S. to preserve the Contingent uses, &c. and after Decease of B. S. to the use of the First, Second, Third, Fourth, Fifth, Sixth, and

and all and every other Son and Sons of B. S. and for default of such Issue, to the use of his Daughter or Daughters, as Tenants in Common, and not as Jointenants. And for default of Issue of any of the said Daughters, To the use of the other, or others of the said Daughters as Tenants in Common, and not, &c. and for default of such Issue, To the use of Sir B. S. his Heirs, for that then the said several Annuities to the said *Sextipartite* Indenture mentioned with the Powers of Distress, &c. should cease and be void. And whereas in the said Indenture *Quinquépartite* it is recited, That after decease of the said M. S. they the said S. R. P. H. and C. B. by Indenture, &c. By virtue of the power given them by the said *Sextipartite* Indenture, did Revoke the said Annuities by the said *Sextipartite* Indenture limitted to B. and his Sons in Tail, as aforesaid; Yet nevertheless, at the true time of such Revocation it was agreed amongst other things, That the said Sir B. S. should make Provision for the purchasing Lands of the yearly value of, &c. To be settled upon the said B. and Issue of his Body charged with one Annuity of, &c. *per Ann.* for Life of M. Wife of B. S. for her Jointure in such sort and manner, as by the said *Sextipartite* Indenture is appointed for settling the Lands of the yearly value of, &c. in lieu of the said Annuities thereby limitted to the said B. and his Sons in Tail; And that whereas a Marriage was then forthwith intended to be had, and solempnised by and between the said S. R. S. and I. W. Daughter of the said A. W. with whom the said S. R. was to receive the Sum of, &c. as a Portion. And whereas it was agreed, that, &c. of the said several Sums of Money from the said I. I. should be accepted as part of the said Portion, and laid out in the Purchasing of Lands, of the value, &c. To be settled upon B. and his Issue, and for Jointure of his Wife, as aforesaid. And whereas the said A. W. by the said *Quinquépartite* Indenture, for, and in Satisfaction and Payment of, &c. of

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the said Portion of, &c. which Sir R. was to receive with his said intended Wife, and for a Provision to be made for the Purchasing of Lands of the yearly value of, &c. to be settled, as aforesaid, And for, and in consideration of Ten shillings to her the said A. W. paid by P. H. and C. B. and other reasonable Causes her thereunto moving, did Grant, Bargain, Sell, Assign, Transfer, and set over by the Direction and Appointment of the said S. R. S. and B. S. testified by their being Parties, &c. unto the said S. P. H. and C. B. their Executors, Administrators and Assigns, The said Manor, &c. and all other by the said Indenture dated, &c. Demised to her the said A. W. and all the Estate, &c. Together with the said Indenture of a Lease. To hold to them for all the residue of the said Term. And also the said A. W. for the considerations aforesaid, did Grant and Assign by the direction aforesaid, to the said P. H. and C. B. their Executors, &c. the said several principal Sums of, &c. now due and owing to her from the said I. I. and secured by the said several Estates by him made, as aforesaid, together with all the Interest that shall from thenceforth grow due, and be payable for the said several principal Sums of Money, Upon the Trusts nevertheless, and to, and for the intents and purposes therein after declared of, for, and concerning the said Term of 2000 Years, and the said several principal Sums of Money with Interest, as aforesaid. And further, That for the consideration aforesaid, and in consideration of, &c. to the said G. M. by the said T. T. and W. S. well and truly paid by direction of A. W. S. R. S. and B. S. testified, &c. did Bargain, Sell, Alien, Release and Confirm unto the said T. T. and W. S. in their actual Possession thereof then being by virtue of a Bargain and Sale, &c. to their Heirs and Assigns, the said Manor, &c. and all other the Premises by the Indenture of Release dated, &c. Granted and Released to the said G. M. and the Reversion and Reversions, Remainder and Remainders, &c. To hold to the said

T.G.

Recital.

T. T. and W. S. their Heirs and Assigns, To the only proper use and behoof of the said T. T. and W. S. their Heirs and Assigns for ever; In Trust nevertheless, and to, and for the intents and purposes therein after expressed and declared of, and concerning the same Subject. Nevertheless to be redeemed by the said J. J. his Heirs and Assigns; And further, it is thereby declared and agreed by, and between the said Parties to the said *Quinquapartite* Indenture, That the said several Estates thereby conveyed and assigned unto the said S. P. H. C. B. T. T. and W. S. respectively, as aforesaid, and the said several Sums of, &c. therein before mentioned to be granted to the said S. P. H. and C. B. are upon the specials Trusts and Confidences, that they the said P. H. C. B. T. T. and W. S. their, Executors and Administrators, by, and with the Consent and Approbation of the said S. R. S. and B. S. or Survivor of them shall dispose of and imploy, as well the said principal Sum of, &c. advanced and lent by the said A. W. unto the said J. J. upon the executing the said Conveyances to the said G. M. as aforesaid; as also the Sum of, &c. part of the said principal Sum of, &c. making together the Sum of, &c. in purchasing of Lands, Tenements and Hereditaments of Inheritance within the Realm of *England*, or Dominion of *Wales*, of the yearly value of, &c. over and above all Deductions and Reprizes, publick Taxes excepted; and shall, and will well and sufficiently settle and assure the same; To the several uses, intents and purposes; as in, and by the said Indenture *Sextipartite* is limited, and appointed, of, and concerning the Lands, Tenements and Hereditaments of the yearly value of, &c. to be settled and assured by the said S. R. S. in lieu of the said Annuities, or yearly Rent-charge limited to the said B. S. and the Issue of his Body, as aforesaid: And also upon the further Trust and Confidence, That the said S. P. H. C. B. T. T. W. S. there Executors, Administrators and Assigns shall stand and re-

Recital:

Deeds of Conveyance.

Consideration.

Grant of
a Rent-
charge for
separate
dispose.

Rent out
of Interest
Money.

main intrusted of, for, and concerning 600 l. residue of the said principal Sum of, &c. and of, and for all Interest now due for the said principal Sums of, &c. and for all Interest that shall grow due for the said Sum of, &c. to, and for the only use and benefit of the said A. W. her Executors, Administrators and Assigns, and for no other use, intent or purpose whatsoever, as by the said Indenture *Quinquepartite* may more at large appear. Now this Indenture witnesseth, That in Consideration of a Marriage heretofore had, between the said B. S. and M. his now Wife, and that she the said M. at the request of the said B. S. and for the better enabling him to pay his just Debts, did agree by Fine and otherwise to Relinquish and Depart with all her Right or Title to her Thirds of one yearly Rent-charge of, &c. granted unto the said B. S. in Tail General, charged on, and issuing, &c. called *Lodge* in the County of K. and in lieu, recompence and satisfaction of her Thirds to the said Rent-charge, as she hath parted with by joyning in the said Fine aforesaid; and for the entire Love and Affection which he the said B. S. hath, and beareth to the said M. his Wife; and for the settling and assuring unto, and upon her the said M. one yearly Rent-charge or Sum of, &c. during the joint lives of them the said B. S. and M. his Wife, as a separate Maintenance for her the said M. to be in her own dispose in such manner as is hereafter in these Presents expressed, and so as the said B. S. may not intermeddle nor have any thing to do therewith. It is mutually agreed, by, and between all the said Parties to these Presents; and the said B. S. doth Covenant, to, and with the said I. B. and I. S. their Executors and Administrators, That they the said I. B. and I. S. their, &c. shall and may yearly during the joint lives of B. and M. have, receive, perceive and take one yearly Rent-charge, or Sum of Forty pounds out of the Interest Money, and proceed which shall grow due, for, or by reason of the said

said Sum of, &c. lent and charged on the Estate
 of the said I. I. as aforesaid, To be received quar-
 ly, &c. But if the Money shall be paid in, and o-
 therwise put out to Interest, or laid out in pur-
 chasing of Lands or Tenements, pursuant to an
 Agreement in the *Sextipartite* Indenture mentioned.
 Then the said I. B. and I. S. to receive the said
 yearly Sum of, &c. out of the Interest and pro-
 ceed of the said, &c. so put out, or out of the
 Lands and Tenements so purchased with the
 said, &c. as aforesaid, during the joint Lives of
 the said B. and M. Upon Trust in them reposed,
 &c. That within ten Days after they shall from
 time to time have received the said yearly Rent,
 or Sum of Forty pounds, so as aforesaid to be re-
 ceived, or any part upon every reasonable De-
 mand thereof, shall pay over the same, or so
 much thereof as they shall from time to time re-
 ceive unto such Person or Persons only, and in
 such manner as the said M. from time to time (al-
 tho' during Coverture) by any Writing signed
 with the Name, of her own proper Hand writing
 shall direct or appoint; And in default of such
 Direction or Appointment, then to the said M.
 to the intent that the same may not be at the
 disposal of, or subject, or liable to the Comptrol
 Debts, Forfeitures or Engagements of her said
 Husband B. S. and the Acquittance or Receipt of
 the said M. or of such Person or Persons only as
 she shall appoint to receive the same, as afore-
 said, to be unto them, and every of them a good
 Discharge for the same Rent or Rents, they, or
 any of them shall pay, as aforesaid: In witness
 whereof the said B. S. and M. his Wife to these
 Presents have set their Hands and Seals, the Day
 and Year first above written.

*To pay the
 Rent to the
 Wife when
 received.*

*The Wife's
 Acquittance
 to be a Dis-
 charge.*

A Deed of Partnership as Vintners.

THIS Indenture made, &c. between *W. R.* of the one part, and *T. W.* of the other part, Witnesseeth, That as well in consideration of 100*l.* as of Covenants and Agreements on the part of the said *T. W.* to be performed; it is Covenanted, That they Two, according to Tenor of these presents, and not otherwise, shall be and continue Joint-Occupiers and Copartners in the Trade, Occupation or Calling of a Vintner, now used and exercised by the said *W. R.* in his House, &c.

For 3 years from, &c. for Three years, if the said W. R. and unless part- T. W. so long live, and the same shall not in mean- red by con- time break off, discontinue or give over, unless sent. by Assent of both Parties, or by reason of some of the Agreements after mentioned. And for Enterprizing of the said Copartnership, it is agreed between the said Parties, That the several Household Goods in the Schedule, which are valued by assent of Parties to, &c. one Moiety whereof, (that is to say) &c. T. W. hath paid to the said W. R. for one Moiety of the said Goods, &c. whereof he acknowledgeth the Receipt, &c. shall and are agreed to remain in the said Tavern, to be used in the Trade during the Copartnership. And the said W. R. and T. W. for themselves, their Executors, Administrators and Assigns, do by these presents Covenant and Agree, one with the other in manner following, (that is to say,)

Wine paid That the stock of Wine shall be paid for equally
for equally. by them, as broached, in manner as now paid for to *W. B. Wine-Cooper*; and that *T. W.* during Copartnership. shall for his own share, pay to *W. R. &c. per Ann.* towards Rent: That all charges

Rent, of House-keeping, Servants-Wages, Meat, Drink,
Charge of Taxes, and all other Charges relating to the said
House-keep- Trade and Tavern, or either of them, shall be
ing, Ser- equally born and expended by the Partners: That
wants, &c. to be equal.
to be equal. no

no new or other Servants, than they now have, be entertained without mutual Assent: That Part- Partners shall to the best of their knowledge and app'y th. m. power, employ themselves to necessary use and selvs to the maintenance of the said Trade and Copartnership, Mainte- for their equal benefit, and T. W. to keep and at- nance of the tend the Bar, and not to absent himself without Trade. consent of W. R. or other lawful excuse above Twenty four hours together in any one Week, and T. W. make and keep, or cause to be made and kept truly and faithfully, a good and perfect account in Writing, in convenient Book and Books, which W. R. upon Request may peruse. And T. W. if required once in Six Months, to give up to W. R. a true and perfect Accompt in Writing, of what he hath Received and Paid. And the said Copartners for themselves, their Each to Executors and Administrators, shall have several have sever- Right and Interest to one Moiety, or half part of ral Interests the Household Goods, and other things in the Sche- in Goods, dule, as of the Wine and other things to be &c. used in the Copartnership, and all things which shall come and arise thereof, or thereby; and at the same rate shall bear all their reasonable parts Partners to of all Charges, Losses and Adventures whatsoever bear equal to grow or happen in the said Trade or Joint- Oc- share of cupancy. Provided, It shall not be lawful to Losses. either to charge the Stock or Stocks of this Copartnership, or of his Copartner with any Sums of Money, or other Contract. nor lend any Money, or contract any Debt above Five Pounds, without consent, which consent to be Written in the Book of Accompts, whereto they shall both Subscribe their Names, with their own Hands, nor trust any Customer with above 40 s. without like consent, Written as aforesaid; and if either Trust above, the party Trusting to abide the Loss. Provided always, and it is Covenan- One to quit ted, &c. That at the end of the Three Years, at 3 years W. R. (if living) shall quit the Tavern and end. Assign the same to T. W. his Executors, &c. and T. W. in consideration thereof, shall secure, &c.

Deeds of Conveyance.

*The Goods
to be repaired
at equal
Expence of
the Part-
ners.*

*If one die to
pay for the
Remainder
of the Term.*

*One may
leave off
giving half
a years no-
tice.*

per Ann. to be paid Rent, Quarterly; and at the end of the Copartnership, *T. W.* shall pay to *W. R. &c.* for the other Moiety of the Goods, &c. the same being till then to be repaired, and imployed at equal Expence of the Partners, and so to be left, and Accompt justly of the said Copartnership to *W. R.* And if *T. W.* before last month of the First year, Marry and bring his Wife to reside in the Tavern, then he shall within a Month after, pay &c. for the Goods, and &c. for *W. R.*'s share and Interest in the Copartnership, and if before last Month of Second Year, then &c. for Goods, and &c. for share in the Trade, and also Accompt justly: And further, *T. W.* Covenants, &c. if *W. R.* die during the First year, then to pay &c. within one Month after, for benefit of the Remainder of the Term, and if in the Second year, then &c. for Share, and for the Moiety of Goods, &c. and also Accompt justly with the Executors or Administrators, &c. And *W. R.* Covenants, &c. if *T. W.* die during the First year, then to pay his Executors or Administrators, within one Month after 50 *l.* for advantage of the Term, and if within the Second year, then 25 *l.* and shall also pay within One Month after his Death to his Executors or Administrators, the Sum of, &c. so paid by him for Moiety of Goods, and shall Accompt justly for Advantage of the Copartnership, in the mean time. And it is Agreed, if *T. W.* be desirous to break off at Christmas, &c. and give notice thereof at Midgiving half summer-day, &c. to *W. R.* if then living, and not otherwise; then he may so do, and *W. R.* shall pay him as well the, &c. first above mentioned, as also the, &c. by him paid for Goods, &c. and shall also suffer him to take out and have, two parts of three, and no more of his share of the Profits. And moreover, &c. if either Copartner within the time of Copartnership, or before Accompt cleared die, the Survivor shall justly Accompt to the Executors of the other, of all Advantage, &c. and thereof shall allot them the whole part

part, which to them in Right and Equity shall at his Decease belong; and thereupon the Survivor shall do his part, and best endeavour to Gather, &c. in the Debts, and shall pay the one Moiety to the Executors of the Copartner dying, taking allowance only of one Moiety of such Debts they then owed. And the Survivor to make Conveyance and Assurance of one Moiety of Debts, if required, as shall be advised; and also, that then the Executors or Administrators of the Copartner Deceased, shall make just Account to the Copartner Surviving; and shall allot to such Survivor, the part which shall according to the Tenor of these presents belong unto him; and such Executors shall endeavour to gather in the Debts, and pay the Moiety to the Survivor or his Assigns, and likewise shall make and deliver to the party Surviving, such Conveyance and Assurance for recovery of one Moiety of the residue of the Debts, as shall be advised. Provided such Executors pay one Moiety of the Debts. Provided lastly, and it is Covenanted and Agreed, the Copartners, &c. and T. W. Covenants, &c. to observe the Articles made between the said W. R. and W. B. for furnishing the said Tavern with Wine, and bearing date, &c. which on the part of the said W. B. are to be kept as fully, as if he were equally obliged with the said W. R. so to do, and that not only during the said Copartnership, but also during the continuance of the said Indented Articles beyond the said Copartnership, if he the said T. W. shall happen to Exercise the said Trade of, &c. alone, after the Expiration of the said Term of Three Years Copartnership, or other discontinuance of the same, any thing herein before contained to the contrary notwithstanding. To all and singular which Covenants, &c. for the several parts of the said W. R. and T. W. their Executors well and truly to be paid, performed, &c. according to the true intent and meaning of these presents; either of them the said Copartners, doth bind himself his

Heirs,

If either die to Account with survivor.

Each to observe Articles made with others for furnishing Wine.

*Each bind- Heirs, Executors and Administrators, unto the
eth himself other of the said Copartners, in the Sum of, &c.
to perform of lawful Money of England, to be had and levied
in Penalty to the use of his other Copartner, his Executors,
of 100 l. Administrators and Assigns, of all the Lands, Te-
nements, Goods and Chattels of such of the same
same Copartners, as shall make default to Pay,
perform and keep the Payments, Covenants, Ar-
ticles, Conditions and Agreements aforesaid, and
every of them for the part and behalf of such Co-
partner, to be holden, performed and kept. In
Witness whereof, the Parties above named to these
present Indentures of Partnership, have Inter-
changably set their Hands and Seals the day and
year first above Written.*

*The Sched-
ule.*

*The Schedule of which mention is made in the Deed
Annexed, whereto this Schedule is mentioned to be
Annexed.*

Imprimis in the Kitchen.

One Range, &c.

THE

THE
Several FORMS
OF
INSTRUMENTS

Relating to the Affairs of

MERCHANTS, &c.

By Thomas Blount

A Charter-Party where the Ship is to apply to several Ports to discharge and relade.

THIS Charter-Party Indented made the, &c. Between *A. B.* Master of the good Ship, called, *The Flower de Luce* of *London*, of the burthen of 200 Tuns, or thereabouts, now riding at Anchor in the River of *Thames*, near *London*, on the one Part: And *C. D.* of *London* Merchant on the other Part: Witnesseth, That the said *A. B.* hath granted and letten the said Ship to freight, and the said *C. D.* hath hired the said Ship for a Voyage, by Gods assistance, to be made with her as hereafter is expressed. *The Grant to freight the Ship.*

That is to say, the said *A. B.* for himself, his Executors and Administrators, doth Covenant, Grant and Agree to and with the said *C. D.* his Executors and Administrators, by these presents, that the said Ship, with the first good Wind and *When the Weather that God shall send, next after the 20th Ship shall day of, &c. next ensuing the date above Written, begin her* shall set sail and depart from and out of the River *Voyage.*
of

Her lading. of *Thames* aforesaid, unto her said intended Voyage, and before her said departure shall receive and take into her, all such Goods and Merchandizes, which she may conveniently and safely stow and carry in her (over and above her *Victuals*, *Tackle* and *Apparel*) as the said C. D. his *Factors* or *Assigns* shall think fit to lade into her : And by Gods Assistance as Wind and Weather shall serve, (the perils and dangers of the Sea excepted) shall directly Sail to and apply unto *Nantz* in *Britanie*, and there discharge and unlade the said Goods and Merchandizes out of her, and there also to receive, relade, and take in, unto and aboard her all such other Goods and Merchandizes (as she may conveniently stow and carry as aforesaid) and as the said C. D. his *Factors* or *Assigns* shall appoint, and think fit to lade into her.

The first Port to be applied to. And then the said Ship, with the first good Wind and Weather, that God shall send (the dangers and hazards of the Sea excepted) shall directly Sail and apply to the Island of *St. Michael* within the Dominions of the King of *Portugal*, and shall there unlade and make a discharge of the said Goods, and relade again, according to the direction and appointment of the said C. D. his *Factors* or *Assigns*, and with such Goods, Wares and Merchandize, as the said C. D. his *Factors* or *Assigns*, shall think fit to lade into her, not exceeding the proportion, that the said Ship can safely stow and carry, as aforesaid ; and then the said Ship with the first good Wind and Weather, that God shall send (the perils and dangers of the Sea excepted) shall directly Sail and apply

The third Port applied to. unto the Island of *Terceras* and *Fyal* within the Dominions of, &c. and there unlade and make discharge of the said Goods and Merchandizes ; and shall there relade and take into and aboard her again all such Goods and Merchandizes as are there usually laden, according to the Order and Direction of the said C. D. his *Factors* or *Assigns*, and which the said C. D. his *Factors* or *Assigns* shall think fit to relade or cause to be reladen

reladen aboard the said Ship, and which she may conveniently stow, and carry in her as aforesaid over and above her Victuals, Tackle and Apparel.

And then the said Ship so being laden at the Island of *Terceras* and *Fyal*, as aforesaid, as Wind and Weather shall serve, and the perils and dangers of the Sea excepted, shall with her said burden sail, return and come back to the Island of *St. Michael* aforesaid, and there unlade, and make a discharge of the said Goods and Merchandizes, and receive into and aboard her there such other Goods and Merchandizes, as the said Merchant his Factors or Assigns shall think fit, and please to lade into and aboard her, and are there accustomed to be laden, and which the said Ship can safely stow, and carry as aforesaid.

And then the said Ship, with the first good Wind and Weather, that God shall afterwards send, the perils and dangers of the Sea excepted, shall directly sail and apply to *Dartmouth*, *Plimouth*, or the *Isle of Wight* and the said Ship being arrived at one of the said places, he the said *A. B.* or such Person as shall be Master of the said Ship for the time being, shall from thence send exprefs notice in Writing, to be given or left to or for the said *C. D.* his Executors, Factors, or Assigns, at or in the now dwelling house of the said *C. D.* situate in *D.* near *Aldgate*, *London*: That the said Ship and Goods are safely arrived at one of the said last mentioned places, and at such place of arrival, the said Ship shall stay and abide the space of Ten days for Answer and Direction, to be returned and given by him the said *C. D.* his Executors, Administrators, Factors or Assigns, for the sailing and applying of the said Ship unto *Haverdegrace* in *France*, or *Amsterdam* in *Holland*, or the Port of the City of *London*, the charge of sending a Messenger, to give such intelligence as aforesaid, to be satisfied and paid by the said *C. D.* his Executors, Administrators or Assigns.

And

The fourth Port applied to.

The Ships return.

Notice to be given of Ships arrival.

Notice of the next application to be made.

*The Ships
discharge.*

And according to such Answer and Appointment shall, with the first good Wind and Weather that God shall send; the perils and dangers of the Sea excepted, directly Sail and apply to *Haverdegrate* or *Amsterdam*, or the Port of *London*; which of the said places the said Ship shall be so ordered or appointed to Sail and apply unto: And within ten Days after the arrival of the said Ship, at the same place so to be appointed, the said Ship shall make her right discharge of the said Merchant's Goods and Merchandizes, and there to end and finish her said intended Voyage (the perils and dangers of the Sea excepted.)

*How long
the Ship to
stay at each
Port.*

And it is further agreed by and between the said Parties to these Presents, that the said Ship shall tarry and abide at *Nantz*, the Island of *St. Michael* and *Terceras*, and *Fyal* before mentioned, for her several discharges and relading at the said several places, as aforesaid, the space of sixty Days in the whole, that is to say, at *Nantz* twenty Days, at the said Island of *St. Michael* twenty Days, and at *Terceras* and *Fyal* aforesaid twenty Days. Within which several times before limited and expressed, the said C. D. for himself, his Executors and Administrators, doth Covenant and Grant to, and with the said A. B. his Executors and Administrators by these Presents, to discharge and relade the said Ship in manner and form aforesaid at the several Places and Ports of *Nantz*, *St. Michael* and *Terceras*, and *Fyal* before mentioned.

*Covenant
to dis-
charge, and
relade
within the
times li-
mitted.*

And within the said space of ten Day before limited after notice of the arrival of the said Ship, as aforesaid, at *Dartmouth*, *Plimouth*, or the Isle of *Wight*, shall give order and direction to the said A. B. or the Master of the said Ship, for the time being, whether the said Ship shall Sail to *Haverdegrate*, *Amsterdam*, or to the Port of the City of *London*, to make her right Discharge, and shall at such Place, to be appointed, discharge or cause to be discharged and unladen the said Goods

*To unlade
the Ship by
a time at
her last
discharge.*

and

and Merchandizes of the said Ship, within twelve Days after the arrival of the said Ship, at such appointed Place of Discharge as aforesaid.

And that the said C. D. his Executors, Administrators, Factors or Assigns, shall and will well and truly pay, or cause to be payed unto the said A. B. his Executors, Administrators or Assigns, Freight for the said Ship, after the rate of Four pound the Tun, of lawful Money of England, for every Tun of Goods and Merchandizes, that shall be unladen of, and from the said Ship, at the several Ports and Places before mentioned, accomplishing three Chests of Sugar to the Tun &c (and so put down the several proportions that is reputed a Tun at the several Places) and then add, and for other Goods and Merchandizes according to the usual Custom.

And that all such Sum and Sums of Money, that shall arise and grow due and payable for the Freight and Hire of the said Ship, as aforesaid, shall be satisfied and payed unto the said A. B. his Executors, Administrators or Assigns within six Days next after the discharge of the said Ship at *Haverdegrace or Amsterdam* aforesaid, which of them shall be appointed, as aforesaid, for the said Ship to make her discharge at, and the same Monies also to be paid according to the Course of the Exchange at such Place to be appointed, as aforesaid.

And it is agreed by and between the said Parties to these Presents, that in case the said C. D. shall not fully lade the said Ship at the Ports and Places aforesaid, appointed for the Lading thereof or any of them; yet nevertheless, the said C. D. his Executors, Administrators or Assigns shall well and truly pay, or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, at, and after the rate of Four pound the Tun, for so many Tuns, as the said Ship can or may conveniently stow or carry, in manner and form aforesaid, together with average accustomed.

And

Port-
charges.

And it is agreed by and between the said Parties to these Presents, That all Port-charges, that shall arise and grow due to be paid, for, and in respect of the said Ship, in the said intended Voyage shall be satisfied and paid in manner and form following, (*viz.*) two third Parts thereof by the said C. D. his Factors or Assigns, and one third Part thereof by the said A. B. his Executors or Assigns.

To stay o
ver and
above the
Days li-
mitted at
each Port

And it is agreed by and between the said Parties to these Presents (notwithstanding any matter or thing herein before contained) that in case necessity shall require, it shall and may be lawful to, and for the said C. D. his Factors or Assigns, or any of them, to keep the said Ship at Demorage, at the several Places and Ports aforesaid, of Nantz, St. Michal, Terceras and Fyal, the space and time of thirty Days and no more, after the end and expiration of the said sixty Days, before limited, for the said Ship to stay at the said Places and Ports: That is to say, *viz.* ten Days at Nantz, ten Days at St. Michael, and ten Days at Terceras and Fyal before mentioned, for every Day of which Demorage over and above the said sixty Days: The said C. D. his Factors and Assigns shall well and truly pay, or cause to be paid unto the said A. B. his Executors, Administrators or Assigns the Sum of Three pound of lawful Money of England, and the said Moneys, that shall arise and grow due for Demorage, as aforesaid, shall be paid, &c. (here set down the Day when)

How much
to pay per
Diem.

The Master
to have
Money paid
him in the
Voyage, &c.

And it is moreover agreed by and between the said Parties to these Presents, that the said C. D. his Factors or Assigns, shall well and truly pay, or cause to be paid unto the said A. B. his Executors or Assigns, or such as shall be Master of the said Ship for the time being, all such Sum and Sums of Money, as he or they shall have occasion for at the Island of St. Michael, and at Terceras and Fyal aforesaid, so that all the said Sum and Sums of Money, so to be paid, as aforesaid, exceed not in the whole the Sum of, &c. which said Sum
and

and Sums of Money so to be paid, are to be deducted upon the payment made for the Freight of the said Ship in manner and form aforesaid.

And it is agreed by and between the said Parties to these Presents, that the said Master his Factors or Assigns, shall not lade or cause to be laden any Goods or Merchandises aboard the said Ship, for any other Merchant and Person whatsoever, except the said C. D. save only the quantity or proportion of five Tuns, which the said Master or his Company may lade for their own use at the time of lading the said Ship, at the several Ports aforesaid, without allowance for the same, if occasion shall require.

Not to lade any Goods except the Merchants.

And the said A. B. for himself, his Executors and Administrators doth Covenant and Grant to, and with the said C. D. his Executors, Administrators and Assigns by these Presents: That the said Ship at the time of her departure from, and relled, &c. out of the said River of Thames upon her said intended Voyage, shall be strong and sufficiently victualled, tackled, furnished and apparelled with a Boat, Masts, Sails, Anchors, Cables, Ropes, Cords, Men and Oars, twelve pieces of Ordnance, Guns, Gunpowder, Shot, Tackle, Apparel, Ammunition and Furniture, meet and needful for the said Ship and Voyage, together with a Master, and twenty Men and one Boy, which Men and Boy, or so many of them as shall be needful, shall be ready at all due and convenient times with the said Ship-Boat, to serve the said Master, his Factors or Assigns, to and from the Land, during the said Voyage, and to discharge and relade the said Ship as occasion shall serve.

The Men and Boy to attend the Merchant, &c.

And to the performance of all and singular the Covenants, Grants, Articles, Agreements and other things herein before contained by, and on the part and behalf of the said A. B. his Executors or Administrators to be done and performed, as aforesaid, the said A. B. binds himself, his Executors and Administrators, and especially the said Ship with her Tackle, Apparel and Furniture,

The Parties mutually bind themselves in a penalty to perform the Covenants.

Charter Parties.

unto the said C. D. his Executors, Administrators and Assigns in the penal Sum of One thousand pound of lawful Moneys of *England*, by these Presents to be well and truly paid unto the said C. D. his Executors, Administrators or Assigns, upon the Non-performance, or Non-observance of any of the said Covenants and Agreements, on his part to be done and performed according to the intent and true meaning of these Presents.

The like for the other Party who is to bind himself, his Executors and Administrators, and his Goods and Chattels in the like Penalty of One thousand pound to perform, &c..

In Witness, &c.

Another, where the Ship is to take in her first Lading at several Ports.

THIS Charter Party indented of Affreightment made the, &c. between A. B. Citizen and Alderman of *London*, and E. F. Citizen and Draper of *London*, Owners of the good Ship called the P. of *London*, of the Burthen of 140 Tuns or thereabouts, Riding at this present on the River of *Thames*, within the Port of *London* (whereof is Master under God for this Voyage *T. W.*) on the one part, and C. D. of *London* Merchant, on the other part witnesseth, That the said A. B. and E. F. have granted and letten the said Ship to Freight to the said C. D. and the said C. D. hath hired the said Ship for a Voyage to be made by God's Grace in manner and form following : That is to say,

*The grant
to freight
and hire of
the Ship.*

*To stay so
long in the
Thames
before La-
ding.*

The said A. B. and E. F. for them, and either of them, their and either of their Executors and Administrators do Covenant and Grant by these Presents, to, and with the said C. D. his Executors and Administrators, and either of them in
manner

manner and form following, that is to say, That the said Ship shall ride and tarry within the River of *Thames*, in the Port aforesaid, until the tenth day of, &c. next ensuing the Date hereof, and shall receive into her all such Goods, Wares, and Merchandizes, which it shall please the said C. D. his Factors or Assigns, there to charge and lade into and aboard her before the said tenth Day of, &c. and not to receive into the said Ship before her departure any of the Goods, or Merchandizes of any other Person or Persons whatsoever (except the said C. D.) without the special Consent and Agreement of the said C. D. his Factors or Assigns, first thereunto had and obtained: Except three Packs of Merchandize's Freight-free of the said. E. F.

To receive in Lading.

That the said Ship with the first good Wind and Weather, that God shall send next after the said tenth Day of, &c. shall depart and Sail from the Port of the said City of *London* with the said received Goods of the said C. D. (the perils and dangers of the Sea excepted) unto within the Realm of *England*, where she shall tarry and abide the space of twelve Days next ensuing her first arrival there, at an Anchor, there to receive into her Freight-free as much Corn as she can safely stow and carry, over and besides her Victual, Tackle, Apparel and Furniture, and over and besides the said Goods by her received at *London*, as aforesaid.

The second place where the Ship is to receive more lading.

And moreover that the said Ship with the first good Wind and Weather, that God shall send, next after the end and expiration of the twelve Days shall directly Sail (the dangers and perils of the Sea excepted) from *Gore-End* aforesaid, unto *L.* within the Realm of *P.* as near to the said Town, as she may safely arrive, to make her right Discharge, where the said Ship shall tarry by the space of forty Days, next ensuing her first arrival there at an Anchor, as well to discharge the said Goods received into her within the said Port of *London*; and at *Gore-End*, as aforesaid, as

The place applied to for discharge and reloading.

Time given to discharge and reload.

also to relade and recharge into her the said Ship 140 Tuns in the whole of such Goods, Wares, and Merchandizes, as it shall please the said Merchant, his Factors or Assigns, there within the said forty Days to lade in and aboard the said Ship before her departure, and not there to receive any other Goods of any other Person or Persons whatsoever, except what shall be laded, as aforesaid, accompting so much to every Tun; and here set down how much of each particular shall be accompted to the Tun; if it may be.

Nevertheless it is agreed, by and between the said Parties to these Presents: And the said A. B. and E. F. for them, and either of them, their, and either of their Executors and Administrators, do Covenant and Grant, to and with the said C. D. his Executors and Assigns, by these Presents: That if the said C. D. his Factors or Assigns cannot within the said forty Days lade the said Ship at L. as aforesaid, that then the said Ship shall there tarry and abide the space of ten Days, next after the End and Expiration of the said forty Days.

The discharge of the Ship.

And that the said Ship being as is before mentioned, laden at L. aforesaid, shall with the first good Wind and Weather, that God shall send, next after the Expiration of the said abiding Days, or so soon as she shall be laden, directly Sail from thence (the dangers and perils of the Sea excepted) and apply to A. or London, or such of the said places, where it shall please the said Merchant, his Factors or Assigns, that the said Ship shall make her discharge.

To charge and discharge the Ship within time limited.

And the said C. D. for himself, his Executors, Administrators, Factors and Assigns, and for every of them, doth Covenant and Grant by these Presents, to and with the said A. B. and E. F. and either of them, their and either of their Executors, Administrators and Assigns, that he the said C. D. his Executors or Assigns, shall and will within the said Ports of London and Gore-End, charge and lade the said Ship, within the times before limited

ted and appointed for the same, and shall and will discharge and relade the said Ship at *L.* aforesaid, within the Kingdom of *P.* within the times before limited and appointed for the same: And shall and will discharge and unlade the said Ship at *London*, or *A.* aforesaid, within the time and space of *&c.* Days.

And also that he the said Merchant, his Factors *To give* or Assigns shall and will within the said abiding *notice* Days, at *L.* aforesaid, and so soon as the said *where to* Ship shall be there as is aforesaid laden, give *discharge.* notice unto the said Master or his Assigns, where the said Ship shall make her right discharge, that is to say, whether at *A.* or at *London* aforesaid.

And that the said *C. D.* his Factors or Assigns *Paym^{nt}* shall well and truly pay, or cause to be paid *un- for freight* to the said *A. B.* and *E. F.* or one of them, their *of the Ship.* or one of their Executors or Assigns, for every Tun of the said Ships lading, that shall be discharged at *L.* aforesaid, the Sum of, *&c.* of lawful Moneys of *England*, and for every Tun that shall be discharged or unladen out of the said Ship at *A.* or *London* aforesaid, the Sum of, *&c.* of like Moneys; which said Moneys shall be paid in manner and form following; that is to say, The one Moiety thereof within ten Days, next after the said discharge of the said Ship at *A.* or *London*, as aforesaid: And the remaining Moiety thereof within one Month next after the End and Expiration of the said ten Days, together with Pety-loadmenage, Primage and Average, wont and accustomed.

And that the said *C. D.* his Factors or Assigns, shall and will for every Day, that the Ship shall *Paym^{nt}* tarry and abide at *L.* aforesaid, over and above *for demo-* the said forty Days, truly pay or cause to be *rage.* paid to the said *A. B.* and *E. F.* or one of them, their, or one of their Executors, Administrators or Assigns, the Sum of, *&c.* of lawful Moneys of *England*, at the day and time, when the last Moneys payable for the freight of the said Ship is to be paid by the true intent and meaning of these Presents.

That the Ship shall be able to receive into her 140 Tuns and be well furnished, &c. And the said *A. B.* and *E. F.* do Covenant, Grant and Warrant by these presents, to and with the said Merchant, that the said Ship shall be able to receive into her under-Hatches at *L.* afore-said over and besides her Victual, Tackle and Apparel, the said quantity of 140 Tuns, and that the said Ship is and shall be strong and stanch, and well and sufficiently Victualled, Tackled, Apparellled and furnished, with Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Gun-shor, Gun-power, Artillery, Tackle, Apparel, Boat and Furniture, meet and convenient for such a Ship, and for such a Voyage, together with an able Master, Twenty six able Men and a Boy, which Men and Boy (or so many of them as shall be useful) shall be ready at all times convenient, during the said Voyage, with the cock, or boat of the said Ship, to serve the said Master, his Factors or Assigns, to and from the Land.

Add their mutual obligation to perform the Covenants.

Another, where the Ship is let for twelve Months, and the hire to be at a certain Sum by the Month.

Part Owners.

IN the Name of God, *Amen*: This Charter-Party Indented of Affreightment, made the *6th* Between *A. B.* and *E. F.* of, *&c.* Part-Owners of the good Ship called the *D.* of *London*, of the burthen of 200 Tuns, or thereabouts, now Riding at Anchor in the River of *Thames*, within the Port of the City of *London*, of which Ship the said *E. F.* is Master under God, on the one Part, and *C. D.* of *London* Merchant on the other Part.

Witness,

Witnesseth, That the said *A. B.* and *E. F.* have *The Ship* ^{le^s} granted and letten to freight, and by these pre- ^{to freight} sents, do grant and let unto freight the said Ship ^{by the} unto the said *C. D.* by the Month, for and during ^{Month.} the space of twelve Months to begin, and to be accompred from the departure of the said Ship from *Graves-End*, outward bound upon her present intended Voyage, at and for the Rate and Price of, &c. of lawful Monies of *England* by the Month, and for such and so long time after the Expiration of the said twelve Months, (not exceeding six Months more) as it shall please the said *C. D.* his Factors or Assigns, to keep the said Ship in his service and imployment at and for the Rate of the like Sum of, &c. *per Month*, and so and after the same Rate and Price for a lesser Time than a Month, accompting the Months as they shall fall out in the Kalendar: And that the said Master hath accordingly hired and taken the said Ship by the Month, after the Rate and Price aforesaid, for a Voyage by God's Assistance to be made with her, as is hereafter mentioned.

That is to say, The said *A. B.* and *E. F.* for *The Ship* to themselves, their Executors and Administrators *be ready to* do jointly and severally Covenant and Agree to *begin the* and with the said *C. D.* his Executors, Admini- *Voyage by a* strators and Assigns, by these presents, that the time *ser-* said Ship upon or before the twentieth Day of, *tain.* &c. next ensuing the Date hereof (Wind and Weather permitting) shall be ready to set Sail and depart, from *Graves-End* aforesaid, upon her said intended Voyage, and as Wind and Weather shall permit, (the perils and dangers of the Sea excepted) shall directly sail and apply unto the Streights of *G.* where the said Ship may safely *The Voyage.* arrive, and lawfully Trade, not exceeding the Latitude of thirty Degrees, and further to the South, as the said Merchant his Factors or Assigns shall direct and appoint; and that the said Ship (the perils and dangers of the Sea ex-

cepted) shall end her said Voyage in the Port of London.

*To take in
the Mer-
chant's
Goods.*

And further, That the said Ship before her departure from hence, and during the time that she shall be in the said Service and Employment of the said C. D. his Factors or Assigns, by virtue hereof shall lade, receive and take into her, and also discharge and unlade out of her, all such Goods, Merchandizes and Lading, which she may conveniently stow and carry in her, over and above her Victual, Tackle and Apparel, as the said Merchant, his Factors or Assigns shall think to lade into and aboard her, and to discharge and unlade out of her.

*That the
Ship shall
finish her
Voyage in
18 Months.*

And the said C. D. for himself, his Executors and Administrators, doth covenant and grant, to and with the said A. B. and E. F. and either of them, their and either of their Executors, Administrators and Assigns by these presents, That he the said Merchant his Factors or Assigns, shall and will permit and suffer the said Ship with her Ordinance, Tackle Apparel, to be safely returned into the River of Thames, from the said Voyage, and to be there discharged from and out of her said intended employment at the Expiration of eighteen Months (at the farthest) to be accounted from the Time of the said Ships entrance into Monthly Pay, as aforesaid (the perils and dangers of the Sea, and necessary Use and Wearing of her Tackle, Apparel and Furniture in the mean time only excepted.)

*The pay-
ment of the
Freight.*

And further, That the said C. D. his Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid unto the said A. B. and E. F. or one of them, their or one of their Executors, Administrators or Assigns, in London, freight for the said Ship, for the said intended Voyage, at and after the aforesaid Rate of, &c. of lawful Moneys of England, Monthly (to be accounted as aforesaid by the Kalender) for every Month, that the said Ship shall remain and be in the Service and Employment of the said

Mer-

Merchant, his Factors or Assigns by vertue of these presents, and after the same Rate for a shorter time than a Month: That is to say, from the Time of the said Ships Entrance into her monthly Pay, as aforesaid, until she shall return into the said River of *Thames* from her said intended Voyage, and be there discharged from and out of her said Employment.

And that all the Moneys, which at and after *The man-* the Rate aforesaid, shall arise and grow due to *ner of pay-* be paid for the freight of the said Ship, for her *ment for* said intended Voyage, shall be well and truly paid *the freight* to the said *A. B.* and *E. F.* or one of them, their *and hire of* or one of their Executors, Administrators or As- *the Ship.* signs in *London*, in manner and form following,

That is to say, the one half or Moiety thereof, within ten Days, next after the return and discharge of the said Ship, in the said River of *Thames*, and the other Moiety or half part thereof within three Months, next following from and after the Determination and Expiration of the said ten days; together with Average, Primage, and Petty-loadmenage accustomed.

Nevertheless, it is Concludeded and fully *Other Pro-* agreed upon, by and between the said Parties to *visions* these presents: That in case the said Ship shall *touching* be out upon her said intended Voyage the space *the pay-* or time of six Months, to be accounted by the *ment.* Kalendar, as aforesaid: And at the end of the said six Months, shall be well and in safety in the Service of the said *C. D.* his Factors or Assigns: That then the said Merchant, his Factors or Assigns, shall within three Months next after the Expiration of the said six Months (true and certain Notice or Certificate of such the well being of the said Ship, at the end of the said six Months being in the mean time given or let to and for the said *C. D.* his Executors or Assigns, at his now dwelling House in, &c.) well and truly pay or cause to be paid unto the said *A. B.* and *E. F.* or one of them, their, or one of their Executors, Administrators, or Assigns, so much for freight

as

as at and after the Rate aforesaid, shall be due for the said Ship for six Months Service: And further that if the said Ship shall be out upon the said Voyage, the space or time of twelve Months to be accounted as aforesaid, and at the end of the said twelve Months, shall be well and in safety in the service of the said Merchant, his Factors or Assigns: That then the said C. D. his Executors, Administrators or Assigns shall within two Months, next after the end and expiration of the said twelve Months (true and certain notice and certificate of such the well being of the said Ship, at the end of the said twelve Months, being in the mean time given or left in manner and form aforesaid, to and for the said C. D. his Executors, Administrators or Assigns) well and truly pay or cause to be paid unto the said A. B. and E. F. or one of them, their or one of their Executors, Administrators or Assigns in London, over and above the said first six Months freight, so much for freight at and after the Rate aforesaid, shall be due for six Months more.

What Payment in case the Ship return within twelve Months. And it is further agreed, by and between the said Parties to these presents, That in case the said Ship shall be returned within the River of Thames from the said Voyage, and be there discharged of and out of her said intended employment, before the Expiration of twelve Months to be accounted, as aforesaid, yet nevertheless the said C. D. his Executors, Administrators or Assigns, shall pay and allow unto the said A. B. and E. F. or one of them, their or one of their Executors, Administrators or Assigns for the said Ship after the Rate aforesaid, for the full time of twelve Months to be accounted as aforesaid, any thing herein before contained to the contrary thereof in any wise notwithstanding.

Allowance to the Master during the Voyage. And the said C. D. for himself his Executors, and Administrators, doth Covenant and Grant to the said A. B. and E. F. and either of them, their and either of their Executors and Administrators by these presents, That he the said

said C. D. his Executors, or Administrators, shall furnish and deliver during the said Voyage unto the Master of the said Ship, for the time being, all such Moneys, as he shall have occasion to use for buying of Provision, and other necessaries, and for payment of Mens Wages not in the whole exceeding the Sum of, &c. Sterling; which said Money shall be deducted and allowed from time to time out of the freight or hire for the said Ship, that shall respectively grow or become due for the said Ship by vertue of these presents.

And the said A. B. and E. F. for them, their Executors and Administrators, do jointly and severally Covenant and Grant, to and with the said C. D. his Executors, Administrators and Assigns by these presents: That the said Ship at the time of her departure from *Graves-End* aforesaid, shall be strong and stanch and well and sufficiently victualled, tackled, furnished and apparelled, with Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Boat, Boat-oars, Five and twenty Pieces of Ordnance, Guns, Gun-powder, Shot, Tackle, Apparel and furniture, meet and needful for the said Ship and Voyage, together with a Master, One hundred and forty Men and a Boy, which Men and Boy, or so many of them as shall be requisite, shall be ready at all Time and Times, with the Boat of the said Ship to serve and carry the said Merchant, his Factors and Assigns, and Goods and Merchandizes of the said Master, according to Custom to and from the Land, during the said Voyage.

That the Ship shall be strong well furnished.

Men and Boy to assist the Merchant.

And it is further agreed, by and between the said Parties to these presents, That all such Port-charges, as shall arise and grow due to be paid during the said Voyage, and all such Steringree, as during the said Voyage shall be used in and about the said Ship, shall be paid, born and sustained in manner and form following: That is say, The one Moiety or half part thereof by the said Merchant, his Executors, Administrators or Assigns, and the other half Part thereof by

Port-charges how born.

by the said Part-owners, their Executors and Assigns.

Both to bind themselves to perform the Covenants on each Part to be performed.

Another between Part-owners of a Ship, whereby the Sharers of one Moiety, let to freight their Part to the Sharer of the other Moiety.

THIS Charter Party indented of Affreightment made the, &c. between *A. B.* and *C. D.* of *London* Merchants, Part-owners; that is to say, Owners of the one Moiety, or half part of a good Ship called the *R. of London*, of the Burthen of 300 Tuns, with the like Moiety of all the Masts, Sails, Tackle, Apparel, Furniture, Ordinance and Appurtenances thereunto belonging, now riding at Anchor in the River of *Thames*, within the Port of *London*, whereof the said *C. D.* is Master under God, of the one part: And *E. F.* and *G. H.* of *London* Merchants, Owners of the other Moiety and Residue of the said Ship, with the Masts, Sails, Tackle, Ordinance, Furniture and Apparel thereunto belonging, on the other Part.

The letting to freights the Ship.

Witneffeth that the said *A. B.* and *C. D.* have granted and letten to freight, and by these Presents do Grant, and let to Freight, all that their said part and Moiety of the said Ship, and Premisses, unto the said *E. F.* and *G. H.* for a Voyage with her to be made by God's Grace, in manner and form following.

The first Voyage to unlade part.

That is to say, That the said *A. B.* and *C. D.* for them, their Executors, Administrators and Assigns, do hereby Covenant and Grant, to and with the said *E. F.* and *G. H.* for them, and either of them, their, and either of their Executors and Admini-

Administrators by these Presents: That the said Ship being already laden, shall, with the first good Wind and Weather that God shall send next after the Date hereof, by God's Grace (the perils and dangers of the Sea excepted) directly Sail from the said River of *Thames*, and apply unto the Port of *Legorn* in *Italy*, under the Dominion of the Duke of *Florence*, and there shall discharge such Goods and Merchandizes, as shall be appointed there to be unladen by the said *E. F.* and *G. H.* or one of them, their or one of their Factors or Assigns, And from thence shall Sail and take her direct course, as Wind and Weather shall serve *The second* with as much speed as may be (the perils and *place of ap-* dangers of the Sea excepted) unto the Island of *plication*, *J.* in *Grecia*, under the Government of the Seig- to unlade niory of *Venice*, and there shall stay and abide, *and relade.* by the space of Forty working Days, next after her first arrival there, to unlade such Goods and Merchandizes, as are or shall be there appointed, as afore said to be unladen, and within the said time, shall relade such Goods, Wares and Merchandizes as the said *E. F.* and *G. H.* or either of them, their, or either of their Factors or Assigns, shall think fit to charge and relade, aboard and into the said Ship, that is to say, so much as the said Ship, can conveniently stow and carry, over and above her Viſtial, Tackle, Ammunition, Apparel and Furniture.

And that the said Ship with her said Burthen, *Her return,* shall with the first good Wind and Wea- *for her last* ther, that God shall send after the Expiration of *discharge.* the said Forty Days (the perils and dangers of the Sea excepted) Sail and come from the said Island of *J.* unto the City of *London*, or as near thereunto, as she conveniently may, for her right discharge.

And the said *E. F.* and *G. H.* for themselves, and either of them, their, and either of their Executors and Administrators do Covenant and Grant, to, and with the said *A. B.* and *C. D.* and *Payment* either of them, their, and either of their Execu- *for the* *freight and* *hire.* tors,

tors, Administrators and Assigns, by the Presents: That they the said *E. F.* and *G. H.* or one of them, their, or one of their Executors, Administrators or Assigns, shall and will truly pay, or cause to be paid to the said *A. B.* and *C. D.* or one of them, their, or one of their Executors or Administrators within the City of *London*, for every Tun of such Wares and Merchandizes as shall be laden and unladen in the said Ship, during the said Voyage, the Sum of, &c. [accompting so much to the Tun, &c.] for the Part and Interest of the said *A. B.* and *C. D.* in the said Ship, and for, and in respect of the freight and hire of their part of the said Ship; which said Money is to be paid in manner and form following: That is to say, one third part thereof upon the right discharge of the said Ship; and one other third part thereof within the space of six Weeks, then next following, and the other remaining third part thereof within the space of three Months next ensuing, after the end and determination of the said six Weeks.

*That the
Ship shall
be strong
and well
furnished.*

And the said *A. B.* and *C. D.* for them, and either of them, their, and either of their Executors and Administrators, do Covenant and Grant to and with the said *E. F.* and *G. H.* their Executors and Administrators by these Presents; That the said Ship for their part shall be strong and staunch, and well and sufficiently tackled and apparelled with Sails, Sail-yards, Anchors, Cables, Ropes, Gun-shot, Artillery, Gun powder, and all other Instruments, Tackle and Apparel, needful and necessary for such a Ship, and for such a Voyage, together with an able Master, Fifty six Men and a Boy, and a Cock-boat; which Men and Boy shall be always ready, at all due times with the said Cock-boat of the said Ship to serve the said *E. F.* and *G. H.* or one of them, their, or one of their Factors or Assigns, to and from the Land during the said Voyage, and to discharge and relade the said Ship as occasion shall serve.

And

And to the performance of all and every Co- *Mutual ob-*
 venants, Grants, Articles and Agreements on *ligations to*
 the parts and behalfs of every of the said Parties, *perform*
 truly to be holden, performed and kept in all *Covenants.*
 things as is aforesaid, the said Parties to these Pre-
 sents do bind themselves one to another: That is
 to say, the said *A. B.* and *C. D.* do by these Pre-
 sents bind themselves, and either of them, and
 their several Executors and Administrators, and
 Goods, and their part and interest in the said
 Ship, with the Furniture thereof to the said *E. F.*
 and *G. H.* and to their Executors and Admini-
 strators. And the said *E. F.* and *G. H.* do in like
 manner bind themselves, and either of them, their
 and either of their Executors, Administrators
 and Assigns, and all their Goods, and their Inter-
 est in the said Ship to the said *A. B.* and *C. D.* their
 Executors and Administrators in the Sum or
 Penalty of One thousand pound of lawful Money
 of *England*, by the Party or Parties infringing
 the said Convenants, or any of them, to the o-
 ther Party or Parties observing truly to be paid
 by virtue of these Presents.

In Witness, &c.

*Another between the Owners of a Ship,
 and a Merchant, for the Lading
 thereof with Salt, and discharging
 the same in Ireland.*

THIS Charter Party indented made the, &c.
 between *A. B.* and *C. D.* of *London*, Grossers,
 Owners of the good Ship called the *D.* of *London*,
 of the Burthen of Eighty Tuns or thereabouts,
 whereof is Master for the present Voyage *I. N.*
 on the one Part: And *E. F.* of *Dublin* in *Ireland*,
 Merchant, on the other Part: Witnesseth, That it
 is Covenanted, Concluded and Agreed, by, and
 between

tween the said Parties, in manner and form following.

*The Voyage
to lade the
Ship.*

That is to say, The said *A. B.* and *C. D.* for them, their Administrators and Assigns, and for every of them, do Covenant and grant to and with the said *E. F.* his Executors, Administrators and Assigns, and either of them, by these presents, That the said Ship within the space of eight Days now next ensuing, or so soon after as Wind and Weather will permit, shall at the charge and Adventure of the said Owners, depart from and out of the Port of *London* aforesaid, where she now rideth at Anchor, and from thence shall keep direct course, and shall Sail, as Wind and Weather will permit [the perils and dangers of the Sea excepted] towards some of the Bays for Salt within the Kingdoms or Territories of *France, Spain or Portugal.* And that the said *A. B.* and *C. D.* their Factors or Agents, at their or some of their Costs and Charges shall there with all convenient expedition, fully freight and lade, or cause to be laden the said Ship, with good and Merchandizable Salt.

*To sail with
the Ships
lading to
Dublin.*

And shall then immediately, as Wind and Weather shall serve, at their like Adventure and Hazard, as aforesaid, depart from the said place of Lading with the said Ship and her burthen, towards the Port of *Dublin* in *Ireland*, and that for the attaining to the said Port of *Dublin*, the said Master and his Marriners, with all good Endeavour, according to their Knowledge and Understanding, shall set and apply their course without any fraud or covin.

*To give notice of her
arrival.*

And that, so soon as the said Ship shall have finished her said appointed Voyage; and shall arrive in safety with her said Lading in the Port of *Dublin* aforesaid, that then in the said Port the said Ship shall ride at Anchor, in the Common Place of Anchorage there called the Pool of *Clumm-Turf*; and that then within one Day next after the said arrival there the said Master or Owners, or one of them, or some of their Factors, Agents

Agents or Messengers shall signifie and give notice of the said Arrival of the said Ship, unto the said E. F. his Executors, Administrators, Factors or Assigns, at the now Dwelling House of the said E. F. in *Dublin* aforesaid, and then and there shall be ready to deliver all the Salt laden into the said Ship, which shall be seventy Tuns at the least, after the Rate of four *Burden* Hogheads to every Tun, in measuring to be once shaken, and then being full to be stricken off: And then ^{To deliver} and there the said Owners, Factors or Assigns shall ^{the Salt} in form aforesaid, deliver the said Salt into ^{clear from} the Port of *Dublin* aforesaid; to be brought in ^{former} the said Ship unto the said E. F. his Factors or ^{charges.} Assigns, of and from aboard the said Ship into their Loiter or Loiters to be brought and laid close aboard the said Ship, the said Salt, being cleared and freed of and from all and all manner of former charges of what kind or sort soever.

And the said E. F. for himself, his Executors, ^{Payments} Administrators and Assigns, doth Covenant and ^{for the Salt's} Grant to and with the said A. B. and C. D. their Executors, Administrators and Assigns, by these presents, that upon notice given unto the said E. F. his Executors, Administrators or Assigns, of the said Arrival of the said Ship in the said Port of *Dublin*, he the said E. F. his Executors, Administrators, Factors or Assigns, shall and will be ready to take and receive her said Lading of Salt in manner and form aforesaid, with all reasonable and convenient expedition. And within ten days after the receipt thereof, shall at the dwelling House of, &c. pay and content, or upon good and true account, according to the intent and true meaning of these presents allow to the said Owners, their Factors or Assigns, the Sum of Ten shillings of lawful Moneys of *England*, for every Hoghead of the said Salt, to be delivered to the said E. F. his Executors, Factors or Assigns; as aforesaid.

Part of the hire before-hand paid. And the said E. F. in part of Payment for the said Salt hath at the enfealing and delivery of these presents, beforehand contented and paid, unto the said Owners of the said Ship, One hundred pound of lawful Moneys of *England*, so to be reckoned, accounted and defaultked at the time of the Delivery of the said Salt: Which said Sum of One hundred Pound, they the said Owners do acknowledge by these presents: That they have had and received accordingly, and thereof and of very part thereof, do clearly acquit and discharge the said E. F. his Executors, Administrators, Factors and Assigns, and every of them by these presents. And do hereby Covenant and *Covenant to repay if Ship miscarries.* grant, to and with the said E. F. That in case the said Ship or Goods should fortune to miscarry in the said Voyage, That then they will repay back again unto the said E. F. his Executors, Administrators or Assigns the said Sum of One hundred Pound on, &c.

In Witness.

The several forms of Bills, of Credit, of Adventure, of Bottom-a-re; Assurance of Goods; and Letters of Licence and Composition from Creditors to Debtors.

A Bill of Credit.

A. B. binds himself to pay what C. D. shall intrust with. **T**HIS Present Writing Witnesseth: That I A. B. of *London* Alderman, do undertake to and with C. D. of the City of *R.* Merchant, his C. D. shall Executors and Administrators: That if he deliver to E. F. of, &c. or to his Assigns, to his use, any Sum or Sums of Money, not exceeding in the whole the Sum of Three hundred Pounds

Pounds of lawful Moneys of *England*: And shall take a Bill under the Hand and Seal of the said *E. F.* for the same, acknowledging, testifying and shewing the certainty thereof: That then I the said *A. B.* my Executors or Administrators, having the said Bill delivered to me or them, shall presently upon Receipt of the said Bill pay or cause to be paid to the said *C. D.* his Executors or Assigns, all such Sum or Sums of Money (not exceeding the said Sum of Three hundred pound) as shall be contained in the said Bill: To which payment well and truly to be made, I bind my self, mine Executors, and Administrators, firmly by these presents: In Witness whereof, I have hereunto set my Hand and Seal the Day of,
Oct.

A Bill of Adventure for a Bale of Cloath.

TO all, &c. I *A. B.* of *London*, Merchant, do Recital of send greeting: Whereas I the said *A. B.* did the consign-
 about two Months since consign to *C. D.* Mer- ment of the
 chant in *Legorn* in *Italy*, three Bales of *Suffolk* Cloath Cloath.
 of the Number 1, 2, 3. which Bales were all laid
 on board the Ship, called, the *Royal Exchange* of
London, of the burthen of 300 Tuns or there-
 abouts; whereof *W. T.* is Master under God, for
 the account of me the said *A. B.*

Now know ye, That I the said *A. B.* do hereby Acknow-
 by confess, acknowledge and declare, that one of ledgment
 the said Bales of Cloath, that is to say, that which that the
 is marked with the Figure 3. doth properly be- adventure
 long unto *E. F.* of, &c. the Adventure whereof, of Part be-
 the said *E. F.* is to bear out at home. longs to *E. F.*

And I the said *A. B.* do hereby for me, mine
 Executors and Administrators, Covenant and
 grant to and with the said *E. F.* his Executors,
 Administrators and Assigns, as well to make and
 give to him, them, or any of them, a true and
 just

To make a just Account of the Sale and Proceed of the said true account Bale of Cloath, number 3, but also to pay to *of the pro-* him or them, all such Money, Goods and Benefit, as by the foot of any such Account, shall appear to be due and coming unto him, or them, for or in respect of the said Bale of Cloath.

In Witness, &c.

Another for Money in a Voyage to the East-Indies.

The intend- **T**O all, &c. I *ad Voyage.* A. B. of London, &c. do send greeting: Whereas I the said A. B. do intend by God's Grace to make a Voyage unto the East-Indies in the good Ship called, the *Pearl of London*, being now thither bound, whereof is Master under God C. D. And whereas E. F. of, &c. the day of the date hereof hath paid and delivered unto me the said A. B. the Sum of Fifty pound of lawful Moneys of England, whereof I do hereby acknowledge the Receipt, the Adventure of which said Fifty pound, the said E. F. is content and agreed to bear and stand to, out and home.

To imploy is Now know ye, that I the said A. B. do Covenant and Grant, for me, mine Executors and *to the best* Administrators, to and with the said E. F. his Executors, Administrators and Assigns, by these *advantage.* presents, That I the said A. B. my Executors, Administrators or Assigns, shall and will dispose, convert and imploy, the said Fifty pound to and for the best and most benefit and advantage of the said E. F. his Executors, Administrators or Assigns, according to the best of my skill and knowledge in the said Voyage.

To make And also that I the said A. B. mine Executors, *account and* Administrators or Assigns, within thirty Days, *pay the pro-* after my return from the said Voyage, or the *fit of the* Arrival and Discharge of the said Ship, within *adventure,* the

the Port of *London*, which shall first happen, shall not only give and deliver unto the said *E. F.* his Executors, Administrators or Assigns, a just and true account of the Disposition and Management of the said Adventure; but also truly pay and deliver, or cause to be paid and delivered unto the said *E. F.* his Executors, Administrators or Assigns, all such Money and Proceed, as shall by the foot of the said account, appear to be due and coming to him the said *A. B.* his Executors, Administrators or Assigns.

In Witness, &c.

Another upon a Man of War.

TO all, &c. I *A. B.* Owner of a fourth Part Owner of a of the good Ship called the *Mermmaid of Pool*, fourth Part of the burthen or Portage of One hundred Tuns, or thereabouts, and also of a fourth Part of all the Tackle, Apparel, Ammunition, Furniture and Artillery to the said Ship belonging, and also of the one fourth part of the Victual and Provision, to and for her now provided and appertaining, do send greeting.

Whereas the said Ship called the *Mermmaid*, is That the now outward bound, for a Man of War, by way Ship is out- of Reprisal, under the Conduſt, Command and ward bound Guidance of *W. B.* Captain thereof. And where- for a Man as *C. D. E. F.* and *G. H.* of, &c. have paid and of War. Delivered unto me the said *A. B.* Forty pound Sterling, to be adventured upon gain and loſs, The adven- upon the ſaid fourth Part of the ſaid Ship, Fur- ture. niture and Viſtuals, in her next Voyage to Sea.

Now know ye, that I the ſaid *A. B.* for me, That ad- mine Executors and Administrators, do Covenant venturers and Grant, to and with the ſaid *C. D. E. F.* and ſhall have *G. H.* and every of them, their and every of their a due pro- Executors, Administrators and Assigns, by theſe portion.

G g :

presents :

Charter Parties.

presents: That I the said *A. B.* mine Executors and Administrators, shall and will from time to time hereafter, not only come to a true and just account, with them the said *C. D. E. F.* and *G. H.* or one of them, their, or one of their Executors or Administrators, for all such benefit, advantage, gain and increase, as shall from time to time be made, or come, of, for, or in respect of the said Forty pound, so adventured, as aforesaid, but also, from time to time to satisfy and pay unto the said *C. D. E. F.* and *G. H.* their Executors or Assigns, or to one or more of them, in the behalf of the rest, such shares, parts, and proportions, as shall be made, or grown of and for the said Ship, Furniture and Victual, as also of all prizes by her to be taken, rateable and proportionable, according to the gradual rate of a greater, or lesser Sum, or share, that shall be had or received, by any other Owner, or Part-owner, or Adventurer, in or of the said Ship, Furniture and Victual.

In Witness, &c.

Another upon a Man of War, and several other Ships taken into consortment with her.

*Recital of
the intend-
ed Voyage.*

TO all, &c. Whereas I the said *A. B.* have prepared, Victualed and fitted to Sail for a Voyage to the *East-Indies*, as a Man of War, in case of Reprizal, a good Ship called the *Mary of London*, and certain other Ships by me, after to be taken into consortment with her, by and under the power and vertue of a certain Commission to me made and granted by and from, &c. constituting and appointing me Admiral and General of the said Fleet, and for and towards the Furnishing, Fitting, Victualling, Arming and Setting forth to Sea of the said Ships, I the said

A. B.

A. B. before the enfealing and delivery of these presents, have had and received of and from *E. F.* of, &c. the Sum of Fifty pound Sterling upon the adventure of the said Ship and Ships, in the said Voyage: And the said *E. F.* is contented to venture the said Sum of Money upon the said Ship and Ships, during the said Voyage, in the same manner and form, as other Adventurers do. *Of the adventure.*

Now know ye, that I the said *A. B.* have Co-That the venanted, Granted and Agreed, and do by these presents for me, mine Executors and Administrators, Covenant, Grant and Agree, to and with the said *E. F.* his Executors and Administrators, and every of them: That he the said *E. F.* his Executors and Administrators, for and in consideration of the said Sum of Fifty pound so by him adventured as aforesaid, shall have and receive to his and their own use and uses, such a ratable part, share and proportion, as other Adventurers on the said Ship and Ships are to have, or shall have in all and every such Prize and Prizes, Goods, Jewels, Money and other things whatsoever, which shall be had, taken, obtained, attached, atchieved, or gotten, either by Sea or Land, during the said Voyage, or by reason thereof, by or with the said Ship, or by or with any other Ship or Ships, Vessel or Vessels, that shall be in consortment or fellowship with her, or by the means of them, or any of them, in or during the said Voyage, or which shall be to the said Ship or Ships, or any of them, by reason or means of the Voyage aforesaid, appertaining or belonging, as according to the just rate and proportion of Fifty pounds, the same shall amount unto the due and necessary charges, pertinent and belonging to the said Voyage, being out of the whole first deducted. *adventurer shall have his proportion.*

In Witness, &c.

The Form of a Bill of Bottom-a-re.

The Voyage **T**O all, &c. I *A. B.* Owner and Master, of the good Ship, called the *I. of London*, of the burthen of One hundred Tuns, or thereabouts, now riding at Anchor, on the River of *Thames*, within the Port of *London*, and bound for a Voyage to *St. Mallores in France*, and from thence to return back to *London*, to make her Discharge, do send greeting in our Lord God everlasting.

The Money intrusted upon the venture of the Ship. And whereas I the said *A. B.* at the enfealing and delivery hereof, am necessitated to take up, upon the Adventure of the said Ship, the Sum of Fifty Pounds of lawful Money of *England*, for setting forth the said Ship to Sea, and for furnishing of her with Provision and necessaries for the said Voyage, which said Sum of Fifty pound *C. D.* of *London* Merchant, hath at my request supplied, and lent unto me, at Ten pound for the said Fifty pound during the said Voyage.

The Voyage. Now know ye, that I the said *A. B.* do for me, mine Executors and Administrators. Covenant, Grant and Agree, to and with the said *C. D.* his Executors and Administrators by these presents: That the said Ship shall with the first good Wind and Weather, that God shall send, after the tenth Day of this present Month of *May*, depart from the said River of *Thames*, and shall by Gods blessing directly, as Wind and Weather shall serve, proceed and Sail unto *St. Mallores in France*, and having there tarried, until, &c. and the opportunity of a Convoy, or being sooner dispatched [which shall first happen] shall depart from thence, and shall by Gods blessing, as Wind and Weather shall serve, from thence directly Sail, return and come back to the River of *Thames* to finish and end her Voyage.

And

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And I the said *A. B.* do for the consideration *To repay the*
aforesaid, bind my self, mine Heirs, Executors, *Money lent.*
Administrators, Goods and Chattels, and namely
the said Ship with the Freight, Tackle and Ap-
parel of the same, to pay unto the said *C. D.* his
Executors, Administrators or Assigns, the Sum
of Sixty pound of lawful Moneys of *England*,
within one and twenty Days, next after the re-
turn and safe arrival of the said Ship, in the said
River of *Thames*, from the said intended Voy-
age,

And I the said *A. B.* do for me, mine Executors *That he is*
and Administrators, Covenant and Grant, to and *Owner.*
with the said *C. D.* his Executors and Admini-
strators by these presents: That I the said *A. B.*
at the enfealing and executing of these presents,
am true and lawful Owner and Master of the
said Ship, and have Power and Authority to
charge and ingage the said Ship, as aforesaid, and
that the said Ship shall at all times after be liable
and chargeable for the payment of the said Sixty
pound, according to the true intent and meaning
of these presents.

And finally it is hereby declared and agreed, *If the Ship*
That in case the said Ship shall be lost, miscarry *miscarry,*
or cast away, which God forbid, before her next *the 60 l. to*
arrival on the said River of *Thames*, from the said *be lost.*
intended Voyage, that then the said payment of the
said Sixty pound, shall cease and determine, and
the loss thereof be wholly born and sustained by
the said *C. D.* his Executors and Administrators,
and that then, and from thenceforth, every mat-
ter and thing herein before contained on the part
and behalf of the said *A. B.* shall determine and
be utterly void, any thing herein before contained
to the contrary thereof in any wise notwithstanding.

In Witness, &c.

And for the consideration aforesaid, and for the *The Ship*
better performance of all and singular the Pre- *may be thus*
misses, on my Part to be done and performed, *ingaged for*
according to the true intent and meaning of *security,*
these presents: I the said *A. B.* have Bargained *which is the*
and surer way.

and Sold, and by these presents do Bargain and Sell unto the said C. D. his Executors and Administrators, all the said Ship, and the Tackle, Ammunition, Ordinance, Apparel and Furniture thereunto belonging.

*That he is
Owner.*

And the said A. B. for himself, his Executors and Administrators, doth Covenant and Agree, to and with the said C. D. his Executors and Administrators, by these presents: That he the said A. B. at the time of the enfealing thereof, is the true and lawful Owner of the said Ship and Premisses, and that the same and every part thereof, now are and be, and so in case any default of payment of the said Sixty pound, or any part thereof, contrary to the agreement aforesaid, shall from henceforth for ever be free and clear, and freely and clearly discharged of and from all and all manner of former, and other Bargains, and Sales, Titles, Troubles, Charges and Incumbrances whatsoever.

*Free from
former
sales, &c.*

*Proviso to
make void
upon pay-
ment, &c.*

Provided nevertheless, and upon Condition, that if the said A. B. his Executors or Administrators, shall well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the said Sixty pound, and every part thereof, according to the intent and true meaning of these presents, and likewise perform the Covenants herein before contained on his and their Part to be done and performed: That then this present Bargain and Sale of the said Ship and Premisses, and every matter and thing therein contained, shall cease and be void and of none effect to all intents and purposes: Any thing herein before contained to the contrary thereof, in any wise notwithstanding, &c.

Another

*Another form of a Bill of Bottom a-re,
with a Bond thereupon.*

TO all, &c. *A. B.* of, &c. Mariner, Master and Part-Owner of the good Ship, or Vessel, called the *F. of London*, of the burthen of Two hundred Tuns, or thereabouts, now riding at anchor on the River of *Thames*, within the Port of *London*, do send greeting, in our Lord God everlasting: Whereas the said Ship is now bound out upon a Voyage from the said Port, unto the Island of *Barbadoes*, and from thence, if *The Voyage* occasion shall be, to the Island of *May*, and so to return back again to the said Island of *Barbadoes*, and from thence to *London*, to end her Voyage.

Now know ye, that I the said *A. B.* for me, mine Executors and Administrators, do Covenant and Grant, to and with *C. D.* of, &c. (who before the enfealing, hath paid and delivered unto me the said *A. B.* the Sum of One hundred pounds *The Sum de-* of lawful Money of *England*, and is contented *livered.* and agreed to stand to, and bear the adventure of the said Sum upon the body of the said Ship, during the said Voyage) and to and with his Executors, Administrators and Assigns, by these presents: That the said Ship, with the first good Wind and Weather, that God shall send, from, and after the twentieth day of, &c. next ensuing *When to be-* the date hereof, shall depart from the said River *gin and end* of *Thames*, upon the said intended Voyage, and *her Voyage* that she shall by Gods grace (the perils and dangers of the Sea, and restraint of Princes and Rulers excepted) be returned unto the River of *Thames* from her said Voyage before the expiration of fourteen Months, to be accounted from the date of these presents: And that the said Ship, in her said intended Voyage, shall not Sail or apply her self unto any other Ports or places, than

Not to Sail than those that are before mentioned herein, unless she shall be necessitated thereunto, by extreme *Ports than* mity of Weather, or some other unavoidable accident. *are mentioned.*

The payment of the freight, or hire, and how.

That I the said *A. B.* mine Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, at, &c. the Sum of One hundred and thirty pounds of like lawful Money of *England*, in respect of the adventure aforesaid, if the said Ship shall go from thence only unto the Island of *Barbadoes*, and so from thence return to *London*, to end her said intended Voyage, and the Sum of One hundred and Forty pound of like Moneys, if the said Ship shall go from hence unto the said Island of *Barbadoes*, and from thence to the said Island of *May*, and so return again to the Island of *Barbadoes*, and from thence to *London*, to end her Voyage. And that within one Month, after the return of the Hull or Body of the said Ship, unto the River of *Thames* from the said Voyage.

Provido, to make void repayment, &c. if this be lost. Provided always, nevertheless, and it is the true intent and meaning of these presents, and of all the parties hereunto, That if the said Ship, in this present intended Voyage, shall happen to be lost, miscarry, or be taken by Men of War or Pirates, which God forbid, that then this present Writing or Deed, and every Covenant, Payment, matter and thing therein contained, on the part and behalf of the said *A. B.* to be done, paid and performed, shall be utterly void, and of none effect. And that then I the said *A. B.* my Executors or Administrators shall not be any ways chargeable, or liable to pay the said several Sums before mentioned, or either of them, or any part of them to the said *C. D.* his Executors, Administrators or Assigns, but that he and they are to lose the same, and every part thereof. Any thing herein before contained to the contrary hereof in any wise notwithstanding.

And

And it is agreed, by and between the said Parties to these presents, That in case the said Ship shall not be returned unto the said River of *Thames*, from the said intended Voyage, at the end of fourteen Months, to be accounted from the Day of the Date of these presents, and that at the end of the said fourteen Months, there shall not be a just proof made of their loss, happening within the time aforesaid: That then I the said *A. B.* mine Executors, Administrators or Assigns, shall and will within twenty Days, next after the end and expiration of the said fourteen Months, well and truly pay, or cause to be paid, unto the said *C. D.* his Executors, Administrators or Assigns, at the place of payment aforesaid, the said Sum of One hundred and thirty pound, in case the said Ship shall not go unto the Island of *May* aforesaid, and the said Sum of 140 pound in case the said Ship shall go unto the said Island of *May* as aforesaid: And that the said *C. D.* shall not run the hazard and adventure of the said Sum by him adventured, as aforesaid, upon the body of the said Ship, any longer than fourteen Months, to be reckoned and accounted as aforesaid.

The Condition of a Bond upon the same.

THE Condition of this Obligation is such, That if the above-bounden *A. B.* his Executors, Administrators or Assigns, shall and do well and truly observe, perform, pay, fulfil and keep, all and every the Covenants, Grants, Articles, Payments and Agreements, and all things which on his or their parts and behalfs are, or ought to be observed, performed, paid, fulfilled and kept, mentioned and contained in a certain Writing, or Bill of Bottom-a-re, or Adventure, of the Date above Written, made by and from the said *A. B.* by the name of *A. B.* of, &c. Master and

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and Part-Owner of the good Ship, called the *F. of London*, of the burthen of Two hundred Tuns, or thereabouts, now riding at Anchor in the River of *Thames*, unto the above named *C. D.* in and by all things, according to the purport and true meaning of the said Writing or Bill of Bottom-a-re, or adventure, that then, &c.

Or there may be Sale of the Ship, by a Collateral Deed, for better Security, with this following Proviso in it.

To perform Covenants, &c. Provided always nevertheless: That if I the said *A. B.* mine Executors and Administrators shall and do well and truly observe, perform, pay, fulfil and keep all and every the Covenants, Grants, Articles, Payments, Agreements and other things, which on our or any of our Parts, are or ought to be observed, performed, paid, fulfilled and kept, mentioned and contained in a certain Writing, or Bill of Adventure, of the Date of these presents, made by me the said *A. B.* unto the said *C. D.* That is to say, in and by all things, according to the tenor and true meaning of the said Writing, or Bill of Adventure: That then and from thenceforth this present Writing, and the Grant, Bargain and Sale hereby made of the Premisses, and every Covenant, Matter and Thing herein contained, shall be utterly void, and of none effect. Any thing herein before contained to the contrary hereof in any wise notwithstanding.

In Witness whereof, &c.

An Assurance of Goods outward bound.

IN the Name of God, *Amen*, Be it known unto
all Men by these presents: That I *A. B.* of *London*, Gentleman, do by these presents assure
unto *C. D.* and *E. F.* the Sum of Three hundred
and fifty pound sterling, being the full price and
value of Goods for and on the behalf of the said
C. D. and *E. F.* laden and to be laden aboard the
good Ship, called the *Elizabeth* of *London*, of the
burthen of One hundred Tuns, or thereabouts,
the Master of the said Ship being now *T. B.*
or whosoever else shall go as Master of the said
Ship, and out of the Port of *London*, unto the
Island of, &c. in the Parts beyond the Seas, then *To what*
the said Ship to be arrived, and the Goods *Place.*
Discharged and laid on Land in good safety:
And that this present Writing of Assurance,
shall be of as good force and strength to all
intents and purposes, as if I the said *A. B.*
had been bound by Policy of Assurance, either
ordinary or extraordinary, made in the Office
of Assurance in the *Royal Exchange, London.*

And I do hereby acknowledge my self fully
satisfied and paid for this Assurance by the hands
of the said *C. D.* after the rate of Five pound
Sterling *per Cent.* And therefore I the said
A. B. do bind my self, mine Executors and
Administrators, firmly by these presents: That
if by any misfortune, which God forbid, the
Goods and Merchandizes aforesaid, so laden,
or to be laden, outwards bound in the said Ship,
should perish in the said Voyage, in Part, or
in all, to pay or cause to be paid unto the
said *C. D.* and *E. F.* their Executors, Admini-
strators or Assigns, the full Sum of Three hun-
dred and fifty pound of lawful Money of *Eng-
land*, or so much thereof, as shall be proved
to be lost of the said Goods, within the space
of

*What is as-
sured.*

To what

Place.

*Binds him-
self to bear
the loss.*

of six Months, after notice given and proof made of the said loss.

In Witness, &c.

A Letter of License from Creditors to a Debtor, and Composition made.

*The Debt,
and Estate
to pay them*

*Forborn Ad-
ministra-
tion.*

*Recital of
what they
accept in
part.*

THIS Indenture made between A.C. C.D. and E.G. Creditors of E.F. late of, &c. on the one part: And G.F. of London, Widow on the other part. Whereas the said E.F. at and before the time of his Decease was indebted unto the said Creditors, in divers and several Sums of Money: All which, they the said Creditors have, hitherto, patiently forborn: And whereas the said G.F. hath since her said Husband's Death, perused and examined the Estate of her said Husband: And finding, through divers losses, sicknesses, and other casual hindrances, which enforced her said Husband to impair and lessen the same, that the same is far short, to give unto the said Creditors a full satisfaction of their just and due Debts, hath hitherto forborn to take forth Letters of Administration of the Goods, Chattels and Estate of her said Husband, as to her properly did belong, according to the form and due course of the Laws of this Realm, and the said G.F. having called the said Creditors together, and acquainted them with the Premises, and with the Weakness of her said Husband's Estate.

They the said Creditors, by and with one assent and consent, were and are willing, content and pleased, to accept of Ten shillings in the pound for their said Debts, upon Security of her the said G.F. and to be paid at such Days and Times, and in such manner and form, as hereafter is limited, expressed and declared; and thereupon have given, and do by these presents give their

their full leaves, consents and approbations, that she the said G. F. shall and may have, and take out in her own Name, Letters of Administration of the Goods, Chattels and Personal Estate of her said Deceased Husband, and that without the interruption or disturbance of them; or either of them.

Now this Indenture Witnesseth, That they the said Creditors herein before named, do by these presents for them severally and respectively, that is to say, every of them, for himself, his Executors and Administrators, and not jointly, nor one of them for the other, *Covenant to accept Bonds, at 10 s. a pound.* Grant, to and with the said G. F. her Executors, Administrators and Assigns: That if the said G. F. her Executors or Administrators, do or shall, upon, or before the, &c. next ensuing the Date of these presents, become bound in several Obligations, good and sufficient in the Law, in several reasonable penalties unto the said several Creditors before named, severally to be conditioned, for the payment unto them the said several Creditors, their several Executors, Administrators or Assigns, of the Sum of Ten shillings of lawful Money of England, for every Pound or Twenty shillings of their due and principal Debts, by the said E. F. owing respectively as aforesaid, not accounting any interest for the same, or any part thereof, at or in [mention the place of payment] That is to say, on the, &c. and shall leave the said several Obligations (being duly Sealed and executed by the said G. F.) and each of the said Bonds attested by Two Witnesses, at the least, who are to Subscribe their Names thereunto) safe and uncanceled at, &c. [mention with whom to be left] unto or for the said several Creditors: That then the said Creditors, to or for whom, the said Obligations shall be so made, and left, as aforesaid, shall accept severally of the said Obligations and Securities, as a full satisfaction of all their

H h

several

several Debts, so owing unto them, by the said E. F. as aforesaid.

*To seal dis-
charges.*

And shall and will also, at the costs and charges of the said G. F. her Executors or Administrators, severally Seal, and as their several Acts and Deeds deliver, unto or for the use of the said G. F. several Acquittances and Discharges in Writing, sufficient in the Law, thereby acquitting and releasing, as well the said E. F. his Executors and Administrators, as also the said G. F. her Executors and Administrators of all Debts, Bonds, Bills, Claims and Demands whatsoever, from the beginning of the World, until the Day of the Date of these presents.

*If any do
arrest or
molest they
lose their
Debts.*

And the said Creditors severally and respectively every one, by and for himself, his Executors and Administrators, and not jointly nor one of them for the other, do Covenant and Grant, to and with the said G. F. her Executors and Administrators, and every of them by these presents, That if either the said G. F. her Executors or Administrators, or her or their Goods, or Chattels, or the Goods or Chattels late her said Deceased Husbands, or any of them, shall at any time or times hereafter, until or before the said Day of, &c. be arrested, attached, molested, or troubled by the above named Creditors, or any of them, or by any other person or persons, by their or any of their means or procurement, or in their or any of their right or rights, for or by reason of any Debt or Debts, so to them, or any of them, owing by the said E. F. at the time of his Decease: That then and from thenceforth the said E. F. her Executors and Administrators shall be Acquitted, Released and Discharged, against him or them, by whom the said E. F. her Executors or Administrators, her, their, or any of their Goods or Chattels, shall be so arrested, attached, molested or troubled, of and from all Debts, Actions, Claims and Demands whatsoever, from the beginning of the World, until

until the Day of the Date of these presents: and that these presents to be pleaded, shall be a sufficient bar and discharge in that behalf, against him or them of the said Creditors, his or their Executors or Administrators, by whom or by whose means, or procurement, or in whose right the said G. F. her Executors or Administrators, her or their Goods or Chattels, or any of them, shall be so arrested, attached, molested or troubled, contrary to the true and plain intent and meaning of these presents.

Provided always, That if all the said Creditors, above named, do not, or shall not, at or make void before the, &c. Sign, Seal, and as their Act and Deed deliver, in due form of Law, one part of these presents, unto, or to the use of the said G. F. that then these presents, and every matter and thing therein contained, shall be clearly void and of none effect, as if the same never had been made.

And the said G. F. for her self, her Executors and Administrators doth Covenant and Grant, and with the said Creditors, and every of them, their and every of their Executors and Administrators: That in case all the said Creditors shall in due form of Law, Sign, Seal and execute, one part of these presents, as aforesaid, unto or to the use of the said G. F. on or before the, &c. That then the said G. F. her Executors or Administrators, shall and will in due form of Law, make, or cause to be made, and duly seal and execute the said several Obligations, and leave the same at the place aforesaid, to and for the said Creditors upon or before the, &c.

In Witness, &c.

Witness my hand and seal this 10th day of March 1784.

Another to a Merchant remaining beyond Sea, to come into England, &c. for a Year.

Losses of the Debtor.

TO all, &c. We &c. [naming all the Creditors of C. D. now commorant in the Parts beyond Sea] do send greeting. Know ye, That we the said Creditors, being particularly sensible of the divers losses and impoverishments lately befallen upon him the said C. D. as well by Sea, as by Land, whereby, as he affirmeth, he is disabled at present to make payment unto us, of the several Debts and Sums of Money by him due and owing unto us, respectively. In consideration whereof, and at the special request and desire of the said C. D. That some respite of time may be given him, for the gathering in, and recovering of his Debts, and the effecting of some means for the payment of the several Debts by him unto us severally due as aforesaid.

Power given for a Year to continue his trade, &c.

Have given and granted, and by these presents, We and every one of us, for our and every of our Executors, Administrators and Assigns, do give and grant unto the said C. D. his Executors and Administrators full and free license and liberty, whereby the said C. D. his Executors and Administrators, and every of them, shall and may freely and quietly, at his and their liberties and pleasures, when and as often as it may, or shall please him or them, to go, pass, repais, sojourn, dwell and abide, with all and singular the Goods, Chartels, Wares, Merchandizes, and other things whatsoever of the said C. D. his Executors and Administrators, in, by and through the Realm of England, and the Cities, Towns, Places and Dominions thereof, and elsewhere, to and for his and their, and every of their, most and best advantage, commodity and profit, and to buy, sell, exchange, or by any ways, means, or kind

of Merchandizing, or otherwise, imploy, deal or trade, for any manner of Goods, Chattels, Wares, Merchandizes, or other things whatsoever, to him or them now belonging, or hereafter to be belonging, as aforesaid, from time to time, during the space of one whole year next ensuing the Date of these presents, without any lett, suit, trouble, impediment, arrest, attachment, prosecution, or impleading, or any other grievance, hurt or vexation, by or through us, or any of us, or by the Executors, Administrators or Assigns, of us or any of us, in any wise to be done, procured or attempted, against the said C. D. in his own person, or against his Executors or Administrators, or any of them, or his, their or any of their Goods, Chattels, Wares, Merchandizes, Money, Debts, or any other thing whatsoever, or any part or parcel of them, or any of them, for, touching, concerning, upon, or by reason, or means of any Debt or Debts, Duty or Duties, Sum or Sums of Money, now due or owing, by the said C. D. to us, his said Creditors, or any of us.

And further, We the said *A. B. D. B. E. F. &c.* That they and every of us, by himself for his own Part, and *will not* for himself, his Executors and Administrators, *secret* or and every of them, doth Covenant and Grant to *molest the* and with the said C. D. his Executors and Ad- *Debtor, if* ministrators, and every of them, by these presents: *so, he to be* That if any suit, arrest, attachment, process, im- *discharged* pediment, or other grievance, hurt or vexation *against the* whatsoever, before the end or expiration of one *prosecutor.* whole year next ensuing the Date hereof, in any wise shall be brought, had, done, procured, or effected, by or through us, or any of us the said Creditors, or the Executors, Administrators or Assigns of us, or any of us, or by through or with the Will, Procurement, Commandment or Agreement of us, or any of us, our or any of our Executors, Administrators or Assigns *against the said C. D. his Executors or Ad-* ministrators, Sureties or Factors, or any of them,

or against his, their, or any of their Wares, Goods, Chattels, Merchandizes, Moneys, Debts or other things whatsoever, or any of them, or any part or parcel of them, or any of them, for, touching, or in any wise concerning, or by means, or by reason of, any Debt or Debts, Duty or Duties, Sum or Sums of Money whatsoever now due or owing by the said C. D. to us, or any of us, his said Creditors, that then immediately from thenceforth the said C. D. his Heirs, Executors and Administrators, and every of them, shall for ever be Acquitted and Discharged, against him, or them of us his said Creditors, his and their Executors, Administrators, and Assigns, and every of them, by whom any such suit, occasion, arrest, process, attachment, trouble, impediment or other grievance, hurt or vexation whatsoever, shall in any wise be had, brought, affirmed or prosecuted to or against the said C. D. his Executors, Administrators or Assigns, or against his, their, or any of their Goods, Chattels, Wares, Merchandizes, Debts, Moneys, or other things whatsoever, within the said one year, contrary to the true intent and meaning of these presents, of and from all and singular such Debt and Debts, Duty and Duties, and Sum and Sums of Money, and other thing and things whatsoever, due, owing or demandable by or from him the said C. D. unto us, or any of us, our or any of our Executors, Administrators or Assigns, that such account, suit, arrest, process, attachment, trouble, impediment, grievance or vexation shall cause, procure, or willingly permit against the said C. D. his Executors, Administrators, Sureties, Factors or Assigns.

In Witness, &c.

Witness my hand and seal this 10th day of June 1601.

Another to a Debtor, beyond the Seas,
for six Months, paying six Shilling
eight pence a pound.

TO all, &c. We, &c. [naming the Creditors] send greeting, &c. Whereas C. D. ^{Leave gi-} Merchant, now resident in the Parts beyond the ^{ven for six} Seas, is indebted unto his Creditors whose names ^{Months to} are hereunder Written, in several Sum and Sums ^{come to and} of Money, and being unable to pay us our whole ^{abide in} Debts, we do here declare, that every one of us, who shall subscribe these presents with his proper name or mark, shall and will give him free leave and license, both for his person and Goods to go, come, abide and be amongst us for the term of six Months, to be computed from the Date hereof, without our or any of our lett, trouble, suit, arrest or disturbance. ^{England.}

And further that if the said C. D. his Executor, ^{If Creditors} Administrators or Assigns, shall within the space ^{be satisfied} of six Months aforesaid to be computed from the ^{six shillings} Date hereof, pay or cause to be paid unto us, ^{and eight} for and in respect, of the several Debts, owing pence a ^{pound, so} severally unto us, six Shillings and eight pence ^{not give a Re-} Sterling by him to us severally owing [^{accounting} Interest for the said several Debts ^{to lease.} us owing, or for any Part thereof] That then we shall accept of the said six Shillings and eight pence the pound, in full of the said Debt and Debts to us severally owing, and shall give unto him or them thereupon (at his costs and charges) general Acquittances and Releases from us and every of us; and in further Declaration, of our leaves and license to him given as aforesaid, we do promise to Seal and Subscribe unto him, a Letter of License to be made according to the purport and true meaning hereof: Witness our Hands, this — day of, &c.

Another in brief.

*License gi-
ven to come
into Eng-
land and
abide six
Months
without the
trouble of
the Credi-
tors.*

TO all, &c. We, or such of us, who have Signed and Sealed these presents, being Creditors of C. D. an English Merchant, now residing at F. in the Parts beyond the Seas, do send greeting. Whereas the said C. D. is indebted to us, his said Creditors severally in divers Sums of Money, for which, by reason of bad Debts and other casual Hindrances, as well by Sea as Land, he is unable to give unto us present satisfaction, and having desired, as well by several of his own Letters, as by Mediation of his Friends here resident in England, for a time, without our, or any of our molestations, arrests, suits or interruption, to come over into England and to reside here, as well to gather in and recover the Debts to him due here, as to make his true estate known unto us, and as much as in him lieth, to give us, and every of us satisfaction, for the said Debts by him to us particularly owing: Unto which request and desire of the said C. D. we do hereby condescend, and are content that he shall come over into England, and stay or abide in London or elsewhere within the said Kingdom, in peace and quiet, and without the arrest, suit, trouble or molestation, of us or any of us, for and during the space of six Months, to be computed from the Day of the Date hereof.

In Witness, &c.

Another

Another to a Debtor (resident in England) for a years time.

TO all, &c. We *A. B. C. D. E. F. and G. H.* of *London*, Merchants, do send greeting. *Recital of the Debts.*
Whereas *I. C.* Citizen and Vintner of *London* (for and by reason of Commerce, and divers Contracts, Agreements and other causes, between him and us the above-named persons, severally passed and had) standeth, and is indebted to us the said *A. B. C. D. E. F. and G. H.* severally, in divers and sundry great Sums of Money, as by several obligations and specialties, under his Hand and Seal unto us severally made, it doth and may appear.

Now know ye, that we the said *A. B. C. D. Liberty to E. F. and G. H.* for divers sundry good and charitable causes and considerations, us hereunto especially moving, Have given and granted, and by these presents do give and grant, full licence and liberty unto the said *I. C.* quietly and freely, to go about, attend and negotiate, as well his own private affairs and businesses, as also all other matters and things whatsoever he hath, or shall have to do and prosecute, for any person or persons whatsoever, as well within the City of *London*, as elsewhere within the Kingdom of *England*, at all and every Time, and Times from henceforth, for and during the space of twelve Months to begin and commence, from the Day of the Date hereof, without any manner of let, disturbance, stay, arrest, or attachment of his person, or of his Goods, Chattels, Money, Merchandizes, or any other his Commodities, or things whatsoever, by us the said *A. B. C. D. E. F. and G. H.* or any of us, or by the Executors, Administrators or Assigns of any of us, on this side, or within the space of twelve Months to be accounted as aforesaid. *Negotiate without interruption.*

And

The Debts And we are not only contented and agreed, to
released of to give and grant this our present Licence unto
such as shall the said J. C. for and during the time aforesaid,
pursue, &c. within which space he the said J. C. doth intend
 contrary to the payment or satisfaction of all and every the
 Licence. said Debts, but also we, and every one of us,
 for his part, doth by these presents, agree and

declare, that if it shall happen the said J. C. in his
 person, Wares, Goods, or Merchandizes, or any
 of them, within the said time or space of twelve
 Months next ensuing the Date hereof, by us or
 any of us the said Creditors, or by our or any of
 our Executors, Administrators or Assigns, or by
 any other Person or Persons, by or through the
 authority, commandment, will, consent or pro-
 curement of us, or any of us against the tenor,
 form and effect of these presents in any wise to
 be arrested, sued, impleaded, molested or attached,
 that then he the said J. C. his Heirs, Executors
 and Administrators shall by virtue of these pre-
 sents, for evermore, be clearly acquitted and dis-
 charged against him or them of us by whom,
 or by whose authority, means or procurement,
 he the said J. C. his Goods, Wares, Moneys or
 Merchandizes shall be contrary to the form, effect
 and true meaning of these presents to be vexed,
 molested, attached, sued, arrested or hindered, of
 all manner of actions, suits, debts and demands,
 whatsoever they be, from the beginning of the
 World until the Day of such arrest, suits, attach-
 ments or molestation.

In Witness, &c.

Another, to have free liberty to go to
 and from the Creditors to Compound
 &c.

Recital of **T**O all, &c. We A. B. C. D. &c. Creditors
his inability of E. F. Citizen and Mercer of London,
for pre- do send greeting. Whereas the said E. F. the Day
said pay-
ment.

of the Date hereof is indebted, and doth owe unto us the said Creditors severally, divers Sums of Money: which by reason of some losses happened unto him, as he informs us, he is not able presently to satisfie and pay, as he willingly would, but desireth our favour and respice of time for the payment thereof.

Therefore know ye, That we the said Creditors above-named, moved with compassion, and the desire which the said E. F. hath to and for the satisfaction of our said Debts, have given and granted, and by these presents do give and grant unto the said E. F. full and sure liberty and freedom (as much as in us, or any of us lieth) to go, come and resort unto us and every of us, his said Creditors, to compound and take order with us and every of us, for our and every of our said several Debts, without any let, trouble, suit, arrest, attachment or other impediment to be offered or done to him the said E. F. his Wares, Goods or Merchandizes: for and during the space or time of two Months, next ensuing the Date of these presents.

And if it happen, that the said E. F. his Person, Goods or Chattels within the said space of two Months by us, or any of us the said Creditors, our, or any of our Executors, Administrators or Assigns, to be arrested, sued, troubled, attached or molested, contrary to the true intent and meaning of these presents, That then he the said E. F. his Executors, Administrators and Assigns shall for ever be acquitted and discharged against him or them of us, his or their Executors, Administrators or Assigns, by whose authority, means or procurement, he the said E. F. his Goods or Chattels shall be sued, arrested, attached or molested as aforesaid, of all manner of Actions, Suits, Debts and Demands whatsoever, from the beginning of the World until the Day of the Date of these presents.

He that sueth contrary to the Licence to lose his Debt.

In Witness &c.

Or

*Covenant
not to sue
lest the
Debtor, &c.*

Or there may be Covenants from the Creditors not to sue or molest the Debtor [in manner following] And we the said Creditors all and every of us, severally for himself, and for our and every of our Executors and Administrators, do and doth severally Covenant, Promise and Grant, to and with the said E. F. his Executors and Administrators by these presents, That we the said Creditors or any of us, our or any of our Executors, Administrators or Assigns, or any other Person or Persons, by our or any of our, their or any of their authority, assent, consent or procurement, the said E. F. his Executors or Administrators, or any of his, their or any of their Goods, Chattels, Debts, or other things shall not, nor will not in any wise sue, arrest, implead, attach, imprison, condemn, trouble, seize or molest for or concerning satisfaction or payment to be made to us or any of us, our or any of our Executors, Administrators or Assigns, of or for our said several Debts and Duties, or any of them, or any part or parcel of them, or any of them, or for any other matter or thing whatsoever which we or any of us, can or may have, pretend or demand of or against the said E. F. or to find or provide for us or any of us, our, or any of our Executors, Administrators or Assigns, any other Sureties or Securities for the satisfaction or payment of the said several Debts, and other things, or any of them, or any part or parcel thereof, other than all or any of us now have, or severally hath for the same, during the Time aforesaid.

*For finding
Sureties.*

In Witness, &c.

A Letter of Composition for half Debts.

TO all to whom, &c. *A. B. C. D. &c.* Creditors of *E. F.* do send greeting: Whereas the said *E. F.* the Day of the Date of these presents, is, and standeth justly indebted, and doth owe unto us the several parties above-named, divers and several Sum and Sums of Money: And by reason of the many losses, great hinderances, and other damages happened unto him, he is utterly unable, as he affirmeth, and as he hath made appear unto us, to give other satisfaction for his said Debts, than by and with such Goods and Wares as are now remaining in his Hands, and such Debt and Debts as are now at present owing unto him: which we the said Creditors are unwilling to accept, or in any wise to intermeddle with: but have rather resolved and made choice to undergo a loss certain, and to accept of ten shillings in the Pound, or the one half of the Debts by him owing unto us, to be duly paid in full satisfaction for our said Debts in manner and form following, &c. [here set down the Manner and Days of payment.]

Recital of the Debts.

Creditors. acceptance of half.

Now know ye, that we the said Creditors do Covenant and Grant, and every of us for his (and obli- own part, and for his own Executors and Ad- ministrators, doth Covenant and Grant, to and with the said *E. F.* his &c. That if the said *E. F.* into for his, &c. or any of them shall well and truly pay, &c. [here set down as before, the manner of payment] or for the sure payment thereof in manner and form aforesaid, shall before the — Day of &c. next ensuing the Date of these presents, become bounden unto every of us in several penal Obligations, in double the said Sums to be contained in the several Conditions thereof: And further, That if the said Obliga-

tion s

tions and every of them, shall be delivered to such Person and Persons as we shall appoint, duly sealed and executed by the said E. F. at or before the, &c. next ensuing the Date hereof, That then from and after such payment made as aforesaid, or the said several Obligations made, executed and delivered as aforesaid, for the several payments aforesaid, according to the intent and true meaning of these presents; we the said Creditors and every of us, and the Executors, &c. shall and will hold our selves well contented and satisfied for all such Debts as he the said E. F. did formerly owe unto us, or any of us before the Sealing of the said Obligations.

To Seal Release.

And that then also, we the said Creditors, and every of us, or the Executors, &c. within ten days next after such payment made as aforesaid, or the Sealing and Delivery of the said Obligations, according to the true intent and meaning of these presents, shall and will seal and subscribe, and in due form of Law deliver unto the said E. F. his, &c. one or more general Release or Releases, Discharge or Discharges, of all Debts, Duties and Demands whatsoever, by him the said E. F. unto us and every of us, formerly owing or payable, from the beginning of the World unto the Days of the Date of the said Obligations, so to be sealed and delivered by the said E. F. his, &c. as aforesaid, as he the said E. F. his Executors or Administrators, his or their Counsel learned in the Law, shall reasonable devise, advise or require.

These presents not to bind any except all seal, &c.

Provided always, That these presents or any matter therein contained, shall not be of any force or effect, to bind or charge us, or any of us, who have hereunto sealed and subscribed, unless and until all and every the said Creditors above named, shall and do likewise seal and subscribe these presents, at or before the, &c. next ensuing the Date hereof.

In Witness, &c.

Of Copartnerships.

Several forms of Copartnerships, and Covenants incident thereunto.

The form of a Copartnership relating to Transactions, as well foreign as domestick.

THIS Indenture Quadripartite, made the, &c. Between A. B. of, &c. of the first part, C. D. of &c. of the second part, E. E. of, &c. of the third part, and G. H. of, &c. of the fourth part: Witnesseth that the said Parties, for the affiance, trust and confidence which each of them have and do repose in the other of them, Have concluded and agreed to become Copartners and joint Traders together, in such Trades and Merchandizes, as well within the Kingdom of England, as also in Holland and Brabant, in the parts beyond Sea, and elsewhere, where the said Parties shall think fit, to Trade and Merchandize for their most benefit, advantage and profit, and that for and during the space of four years, to be computed from the Day of the Date hereof, and from thence next ensuing and fully to be compleat and ended.

Their resolution to be Copartners.

And to that end and purpose, the said Parties have added, and put together a joint Stock, to be employed in and about the said joint Trade, that

The Stock.

such
duly
fore
then
said,
uted
pay-
true
from
shall
satis-
for-
Seal-

and
ten
fore-
Ob-
mean-
sub-
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E. E.
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any
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and
over-
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une

of

that is to say, The Sum of Twenty thousand pounds of lawful Moneys of *England*, viz. the *A. B.* for his part, five thousand pound thereof. The said *C. D.* for his part another Five thousand pound thereof. The said *E. F.* for his part Five thousand pound more thereof. And the said *G. H.* for his part Five thousand pound more, being the remainder of the said Twenty thousand pounds.

How Gain and Loss is to be born. Which said Stock shall be occupied and employed together, upon an account of Fourths, both in profit and loss, the whole in four equal parts to be divided, whereof the said *A. B.* his Executors and Administrators, is to have and bear for his and their parts, one fourth part thereof, both in profit and loss; the said *C. D.* his Executors and Administrators one other fourth part thereof, for his and their part, both in profit and loss; The said *E. F.* his Executors and Administrators the other fourth part thereof, both in profit and loss; And the said *G. H.* his Executors and Administrators the other fourth part thereof, both in profit and loss, for his and their parts, according to the intent and true meaning hereof.

Division of the Trade. Which said Transaction, Trade and Business [for the consideration hereafter mentioned] is to be done and performed, as followeth, That is to say, The said *E. F.* during the said Copartner-ship, is to have the sole receiving, keeping and charge of all the Cash and Money, and of all the Cloths, Bays and Stuffs, and of all Bonds, Bills and Specialties, belonging to the joint account here in *England*, and of all Goods and Wares to be received from beyond the Seas, for and upon the said joint account: and also the charge of the Writing, true keeping and custody of the Books to be kept here in *England*, touching the said joint account and business in Copartner-ship, within the Dwelling House of the said *E. F.* in *London*, for the time being. And the buying of the said Cloths, Bays and Stuffs,

and the selling of all Goods to be received from beyond the Seas, and the receiving of Moneys, and the ordering and disposing of the same: And the other joint business here in *England*, is to be equally acted and performed by the said *E. F. and C. D.* And that the said *G. H.* shall have the management and transaction of the Affairs relating to the said Copartnership, and joint Trade, which are to be managed, done and transacted in the Parts beyond the Seas.

Whereupon it is concluded and agreed, by and between the said Parties to these Presents; and each and every of the said Parties, by and for himself, his Executors and Administrators doth Covenant and Grant to and with each and every other of them, his Executors and Administrators by these Presents, as hereafter in manner and form followeth. First, That the said Copartnership shall continue without ceasing in form here under declared, from the day of the Date hereof, until the full end and Term of four Years from thence next ensuing, and fully to be compleat and ended. And that every of the said Copartners, in the several businesses before mentioned to be by them severally done and performed, and all other matters and things touching the said Copartnership, shall and will from time to time, during the said four Years, perform and do his and their true and best endeavour, care and diligence, for the most and best profit, Commodity and advantage of them the said Copartners: And that each and every of them the said Copartners, shall be faithful, just and true unto the other of them therein.

And that all gains and increase, arising, happening or coming of or by the said joint Trade and Copartnership shall be indifferently and equally parted and shared by and between the said Parties, their Executors and Administrators, as is before prescribed and set down: And that all Debts, Charges and Losses, likewise arising, happening or growing to be paid and born for

That Copartnership shall continue four Years: Each to be diligent and faithful.

Gains, Losses and Charges shall be equally born and paid.

or by reason of the said joint Trade and Copartnership, shall be in the like manner paid, born and sustained by and between the said Parties, their Executors and Administrators in four equal parts, as is before mentioned, and according to the true intent and meaning of these Presents.

*For getting
in Debts.*

And that every of the said Parties shall from time to time hereafter perform and do his and their best endeavour, diligence and travail, as need or occasion shall require, to recover, obtain, get in and receive such Debts, Duties and Sum and Sums of Money, as by reason or means of the said Trade or Copartnership, shall be due or owing unto them from any Person or Persons so speedily as may be from time to time: And shall not, at any time or times hereafter without the consent of the rest, do or procure, or cause to be done or procured; any act, device or thing to prejudice, hinder or retard the Recovery, obtaining or getting in, of the said Debts or any of them.

*Trusting by
either Par-
ty against
consent of
any of the
the rest.*

And if it shall happen, that the said Parties, or any of them, shall trust or deliver out upon Credit or Confidence any of the Goods, Wares, Moneys or Merchandises, belonging to the said joint Accompt to any Person or Persons, whom any other of the said Parties, shall pray, admonish or warn not to trust: That then and so often, such of them the said Parties, which shall so trust and deliver out upon Credit any of the said Goods, Wares, Moneys or Merchandises, to any such Person or Persons; shall and will within three Months next ensuing, answer and satisfie unto the said joint Stock, so much lawful Money of *England*, as the Goods, Wares, Money or Merchandises, so to be trusted, or delivered out, as aforesaid, shall amount unto [in case in the mean time full satisfaction shall not be made for the same by the Person or Persons, which shall be so trusted, as aforesaid] and that in such case, such of the said Parties, so making satisfaction therefore, shall and may have and enjoy the sole benefit of the said

Copartnerships.

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said Goods, Wares, Monies and Merchandises or Things, so by him trusted, and for which he shall have made satisfaction, as aforesaid.

And that every of them the said Parties [if necessity require and conveniently it may be] in all his and their buying and selling, dealings and doings, touching and concerning the said joint Trade, shall desire and take the advice and direction of the rest of the said Parties, or some or one of them.

And that all such detriments and losses, as shall without fraudulent Practice of any of the said Copartners, happen or come to the said partible Accompt, by the falsehood, absence or negligence of any Servant or Servants, Apprentice or Apprentices, which shall serve or dwell with any of the said Parties, shall be born and answered to the said joint Accompt, by the Master of such Servant or Servants, by whom the same shall be done or permitted.

And further, That none of them the said Parties shall or will at any time or times hereafter, charge the accompt of the said Copartnership, with any other or more Debts, than only such, as shall be pertinent to the same, and with such charges only, as shall be necessarily and justly disbursed for and about such Goods, Wares, Commodities or Merchandises, as shall be occupied or employed in or about the said joint Trade or Copartnership, and for and about the Recovery, getting in and obtaining of such Debts, as shall be due and owing unto them by reason thereof: Nor at any time hereafter during the said space or time of four Years shall withdraw or take from the said Joint-stock and Accompt, any Sum or Sums of Money or other things, other than such as shall be disbursed for recovery and getting in of such Debts incident to the same, as are before expressed and mentioned: And that without fraud or covin.

To take
advise of
each other

Losses by
negligence
of Servants
how to be
born.

Not to di-
minish the
Joynt-
stock.

Not to di-
minish the
Joint-
stock.

*In what
cases they
may dimi-
nish.*

*To each
Party two
hundred
pound a
Year.*

*And over-
plus to E.
F. of one
hundred
and fifty
pound a
Year.*

*The like
Overplus
to C. D.*

Saving, That it shall and may be lawful, to and for every of them the said Parties yearly during the said Copartnership to have and take out of the said Stock, belonging to their joint Trade and Copartnership, for every of their particular, and private expences and occasions, as followeth: That is to say, To the said *A. B.* the Sum of Two hundred pound of lawful Moneys of *England*, to the said *C. D.* the like Sum of Two hundred pound of like Moneys, to the said *E. F.* the like Sum of Two hundred pound of like Moneys, and to the said *G. H.* the like Sum of Two hundred pound of like Moneys.

And saving also, that it shall and may be lawful, to and for the said *E. F.* during the said Copartnership, in respect of his House Rent, wherein it is agreed, one part of the business of the said Copartnership shall be acted and performed here in *England*, and for the extraordinary pains of him, and his Servants to be taken and performed, in and about the said joint Trade, and for his expences upon, and entertainment of Cloathiers yearly to charge upon the said partible Account, and be allowed out of the same, the Sum of One hundred and fifty pound a Year of lawful Moneys of *England*, over and besides the said Two hundred pound a Year allowed unto him, as aforesaid.

Saving also for the said *C. D.* in respect of the extraordinary pains of him, and his Servants to be taken in and about the said joint Trade, and his expences, upon and entertainment of Cloathiers, as aforesaid, and for his House Rent, wherein it is also agreed, that one part of the Joint-business aforesaid, shall be acted and performed, to charge to the said partible Accompt, and be allowed upon the same the like Sum of One hundred and fifty pound yearly, of like Moneys, during the said Copartnership, over and besides the said Two hundred pound yearly to him allowed, as aforesaid.

And saving also that it shall and may be lawful *An over-*
to and for the said G. H. in respect of his extraor- *plus of one*
dinary pains to be taken, in and about the said *hundred*
joint business, and for his dwelling in the said *pound a*
Parts beyond Sea, where it is agreed he shall be *year to*
employed in and about the said Joint-trade and G. H.
Business, during the said Copartnership, there to
charge to the said partible Account, and to be al-
lowed the same here in *England*, the Sum of One
hundred pound yearly of like lawful Monies of
England, during the said Copartnership, over and
above the said Two hundred pound a Year to
him allowed, as aforesaid.

Also the Wages and Allowances of any Servant *Charges of*
or Servants, to be sent over, or of any Appren- *Servants*
tice or Apprentices, where any shall be sent over, *and Ap-*
and employed in the said business, into the Parts *prentices.*
beyond Sea [and equal number of Apprentices,
of each of them the said C. D. E. F. and G. H. be-
ing employed in the said joint Business] and also
the charge of any Packhouse or Packhouses, to be
taken or used beyond the Seas, for the said joint
business: And the Wages and Allowance of one
Servant agreed to be hired by the said E. F. and C.
D. for the managing and writing of the Books of
Account to be kept here in *England* concerning
the said joint Trade and Business, is hereby a-
greed by and between the said Parties to these
Presents to be paid and allowed out of the joint
Stock of this Copartnership.

And the said G. H. for himself, his Executors *Covenants*
and Administrators, and for every of them, doth *of him who*
Covenant and Grant to and with the said A. B. *deals be-*
C. D. and E. F. and every of them, their and e- *yond Sea.*
very of their Executors and Administrators by
these Presents, in manner and form following,
that he the said G. H. shall not, nor will, at any
time or times during this Copartnership, leave,
transfer or commit the Business, Trade or Im-
ployment of or concerning the said joint Trade
and Copartnership, in any place or places beyond
the Seas, where he shall have full charge and dis-
posing,

*Not to com-
mit his
trust to any,
but by a
greement
of the rest,*

posing, nor any Bills or Specialties concerning the same, to any Person or Persons whatsoever, other than such as shall be thought fit, by the said A. B. C. D. and E. F. or the Survivors or Survivor of them, and their special consent and agreement in writing under their hands in that behalf for the same, first had and obtained.

*To keep
Books of
account.*

And further, That he the said G. H. shall from time to time hereafter, during the said Copartner-ship, keep or cause to be kept, in such place and places beyond the Seas, where he shall continue to be employed, just and true Book and Books of Accounts and reckonings of all and every his dealings, doings, buyings and sellings and im- ployments, touching and concerning the Premis- ses, in such ample sort, manner and form in every respect, as Merchants of the said Trade commonly use to do.

*To give ac-
count and
account of
all his
Transacti-
ons.*

And shall not only send and consign weekly (if it conveniently may be) unto the said E. F. and C. D. true Copies of his weekly journal, and particulars of all Clothes and Wares received and sold, Goods sent and Monies paid and sent by exchange, and other his dealings whatsoever, touching the said joint Accompt : But also at the end of every six Months, ensuing each other, to be reckoned and accounted from the Day of 6. next ensuing the date of these Presents, during the said Copartnership, consign and send over un- to them the said E. F. and C. D. as aforesaid, a true, plain and perfect general Accompt in writing un- der his Hand, of all his Receipts, payments, buy- ings, sellings, dealings, doings and employments whatsoever, then before by him passed or done, touching or concerning the said joint Accompt and Copartnership, particularizing therein all the charges laid out, and Clothes, Wares and other things then remaining in his Hands.

*To bear his
Charges.*

And shall and will, during the continuance of this joint Trade, at his own proper and particu- lar Charges (for the consideration aforesaid) bear and pay all the Costs of his own Dyet, Lodging, Enter-

Entertainment and Accommodations, in the Parts beyond the Seas.

And further, That it shall and may be lawful *His liberty* to and for the said *A. B. C. D. and E. F.* or any of *for the rest,* them, or any of their Executors, Administrators, *to peruse* Servants or Assigns, at his and their free wills *the Ac-* and pleasures, to have free liberty of ingress, *counts of* egress and regress, into, out of, and from the *G. H.* Counting-house, or Room of the said *G. H.* for the time being, in the Parts beyond the Seas, and shall and may freely, as occasion shall require, as well view and peruse the said Books of Accompts, and all Bonds, Bills and Specialties whatsoever, as also, all Wares, Goods and Merchandizes, and other things whatsoever in the Parts beyond the Seas, relating to the said joint Trade, in the Hands, Custody or Charge of the said *G. B.*

And moreover, that he the said *G. H.* shall and will, with all convenient speed he may, from *To send the* time to time hereafter during the said joint Trade, *proceeds of* consign, remit and send over to the said *E. F.* *what he* and *C. D.* from the said Parts beyond the Seas, *shall re-* in Money by Exchange, and in Wares and Merchandises, the proceeds of all Wares, Clothes and other things, that shall be by him received, and in his disposing, touching and belonging to the said joint Accompt. *ceive.*

And further, That he the said *G. H.* shall and will from time to time hereafter, during the *To take up* said Copartnership, endeavour what he may, the *Monies to* taking up such Monies, in the said Parts beyond *advance* the Seas, for the joint Accompt, as shall be need- *the Trade.* ful, and otherwise advance and benefit the same what he may : And also its agreed by and between all the said Parties, that if the said *G. H.* shall at any time or times hereafter, take up or borrow at interest or otherwise, any Sum or Sums of Moneys for the said joint Accompt, that then *The rest to* the said *A. B. C. D. and E. F.* and every of them, *be equally* their and every of their Executors and Admini- *bound to* strators, shall by these Presents be liable for the *pay.*

payment of the said Sum and Sums of Money, and every of them, as fully in every respect, as the said G. H. his Executors or Administrators: And also if in case the said A. B. C. D. and E. F. or any of them shall at any time or times hereafter, take up, or borrow at interest, or otherwise, any Sum or Sums of Money, for the said joint Account, that then the said G. H. his Executors and Administrators, shall be by these Presents liable and engaged together with the said A. B. C. D. and E. F. for the repayment of the said Sum and Sums of Money, and every of them, as fully in every respect, as the said A. B. C. D. and E. F. or any of them, their, or any of their Executors or Administrators.

The Particular Covenants of E. F. And the said E. F. for himself his Executors and Administrators, and every of them, doth Covenant and Grant to and with the said A. B. C. D. and G. H. and every of them, their and every of their Executors and Administrators by these Presents, in manner and form following, that is to say, That he the said E. F. shall and will from time to time, and at all times hereafter, during the said Copartnership, manage and keep, or cause to be managed and kept by such Servant or Book-keeper, to be hired or entertained, as aforesaid, just and true Book and Books of Account and Reckoning, Journal and Leiger, of all and every the Receipts, Dealings, Payments, Buyings, Sellings and Imployments of the said E. F. and the said C. D. concerning the Premises here in England, in such ample manner and sort in every respect, as other Merchants of the said Trade commonly use to do, and at the end of every six Months, that is to say, The last day of June, and last Day of December yearly, during the said Copartnership, perfect the said Books, and give to each of the other Partners a true ballance thereof.

Every six Months to give the rest a ballance of the account. And further, That it shall and may be lawful to and for the said A. B. C. D. and G. H. and every of them, their and every of their Executors, Administrators, Servants or Assigns at convenient times, Liberty for the rest to view the Accompts of E. F.

times, at their and every of their free Wills and Pleasures, to have free liberty of ingress, egress and regress into, out and from the Dwelling-house of the said E. F. and his Counting-house and Ware-house there, and shall, and lawfully may, freely, as occasion shall require, view and peruse all Books of Accompt, and all Bonds, Bills, Writings and Specialties, Goods, Wares and things whatsoever there, in the Hands. custody and charge of the E. F. touching the said joint Accompt.

And the said C. D. for himself, his Executors and Administrators, and for every of them dorth Covenant and Grant, to and with the said A. B. E. F. and G. H. and every of them, their and every of their Executors and Administrators by these presents, in manner and form following, that is to say, That he the said C. D. shall and will during the said Copartnership, keep or cause to be kept true Accompts in writing of all his Receipts, Payments, Buyings, Sellings, Dealings and Doings touching and concerning the said joint Accompt, and shall and will from time to time, produce and shew forth the same unto the said E. F. and his Servants, and the said Servant to be hired, as aforesaid, whereby the said E. F. or the said Servants, or one of them may be inabled to keep the said Books and Accompts, Journal and Lieger, of all business whatsoever touching the said joint Trade or Accompt here in England, in manner and form aforesaid.

The particular Covenants of C. D.

To keep Accompts.

To shew them to E. F. &c.

And further, that he the said C. D. shall and will, during the time of the said Copartnership, be equally Aiding and Assisting, in all the managing and keeping of the said Books and Accounts, to be managed and kept as aforesaid, for the said joint Account here in England, within the said Dwelling-house of the said E. F. as aforesaid.

To assist E. F. &c.

And

*To suffer the
rest to view
Accounts,
&c.*

And also, that it shall and may be lawful, to and for the said *A. B. E. F.* and *G. H.* and every of them, their and every of their Executors, Administrators or Assigns, at their and every of their free wills and pleasures, at convenient times to have free liberty of ingress, egress and regress into, out of and from the Dwelling-house, Counting-house and Ware-house of the said *C. D.* for the time being, and shall and may freely as occasion shall require, view and peruse all Books of Accounts, and all Goods, Wares, Merchandizes and other things touching the said joint Trade, in his custody and charge.

A. B. C. D.
and *E. F.* to
bear their
own private
charges.

And the said *A. B. C. D.* and *E. F.* do Covenant and Grant, each of them for himself, his Executors and Administrators, to and with the other of them his Executors and Administrators, and every of them by these presents, That they the said *A. B. C. D.* and *E. F.* shall and will respectively during the said joint Trade, for the consideration aforesaid, bear and defray their own private and particular Charges and Expences, both for themselves and their particular Servants and Families, and likewise the particular Rents for their Houses and Ware-houses.

*Contracts,
Bonds, &c.
in whose
names.*

And that the said *E. F.* and *C. D.* shall and will make or cause to be made, all Bonds, Bills, Specialties and Contracts whatsoever, by them respectively to be taken and made, concerning the said joint account, here in *England*, in the joint Names of the said *C. D.* and *E. F.* for the use of them the said *E. F.* and *C. D.* and of the said *A. B.* and *G. H.* and that the said *A. B.* and *G. H.* their Executors and Administrators, shall by force of these presents be jointly interested in and ingaged for and concerning the same.

*Money lent
by Copart-
ners to the
stock.*

And further it is Covenanted, Granted, Concluded, Condescended and Agreed, by and between the said Parties to these presents, and each and every of them, by and for himself, his Executors and Administrators, doth Covenant and Grant to and with the other of them, his Execu-
tors

tors and Administrators, in manner and form following : That is to say, That if any of them, the said *A. B. C. D. E. F.* and *G. H.* shall at any time or times hereafter, during the said Copartnership lend unto the said joint Account any Sum or Sums of Money (over and above their present Stock, put in as aforesaid) into Stock to be used and employed to and for the use of the said Copartnership, and joint Trade, during the continuance thereof, or for so long time thereof as he or they so lending the same, or his or their respective Executors or Administrators, shall think good : That then it shall and may be lawful, to and for such of them the said Copartners, their Executors, or Administrators, upon three Months warning to have, receive and take forth, out of the said joint Account, Stock and Gains, in ready Money, such principal Sum and Sums of Money, by them the said Copartners respectively lent to the said joint Account, or such Part thereof, as he or they, lending the same shall think fit. And also that it shall and may be lawful to and for the said *A. B. C. D. E. F.* and *G. H.* or any of them respectively lending any Sum or Sums of Money, as aforesaid, for and during so long time, as the said Sum or Sums of Money, or any part thereof shall remain or continue, in the account of this Copartnership, and not paid or taken from thence, unto or by him, or them so lending the same, to take out of the said Accompt, Stock and Gains of this Copartnership, and be allowed the same, after and according to the Rate of Six pound the hundred yearly, for the Interest and Use of every hundred pounds, to be lent as aforesaid ; and so after and according to the same Rate of Six pound Sterling the year, for longer, or lesser time than a year (or for a greater or lesser Sum) as the said principal Money lent, or any part thereof shall remain and continue, in and upon the Account of this Copartnership as aforesaid : The same allowance of Six pound the hundred to be taken out, by every or any the said Copartners, respectively

The Interest to be allowed.

respectively lending any Sum or Sums of Money, to the said joint Account, as aforesaid, half yearly without any lett or impediment whatsoever.

Not to engage themselves without consent. And further that none of them the said Copartners, shall at any time or times hereafter, during this Copartnership, without the special license or agreement of the other of them first had and obtained in Writing in that behalf, enter into Bond, or become Bail or Surety to or for any Person or Persons whatsoever, for any matter, cause or thing whatsoever, not being for the proper Use and Account of this Copartnership, above the Sum of One hundred pound, which shall be owing, or undischarged at any time.

Not any of them to use any single trade. Nor that any of them the said Copartners, shall at any time or times hereafter, during the said term, covertly or apparently, directly or indirectly, use or exercise any kind of Merchandize, or Trade whatsoever, to or for his, or their own private or particular use or behoof, with any Person or Persons whatsoever, the gains whereof shall not or may redound to the said Copartners, their Executors or Administrators, or the Survivors or Survivor of them, in case any of them shall happen to Decease before the Expiration of the said Term of four Years, rateable and proportionable, according to the intent and true meaning of these presents.

Not to consign Goods beyond Sea without consent. And further, that none of the said Parties shall or will, at any time or times hereafter, during this Copartnership, consign or send over beyond Seas any Goods, Wares or Merchandizes whatsoever belonging to the said joint Account, to any place or places there whatsoever, other than what the greater number of the said Copartners shall conclude and agree upon.

Differences during the Copartnership, how concluded. And that all differences arising in, about, or concerning the said joint Trade, and the managing thereof, which shall from time to time, during this Copartnership arise or happen, shall be decided and

and concluded according to, and by the advice and direction of the major Part of them the said Copartners.

And the said *A. B.* for himself, his Executors ^{Covenants} and Administrators, and for every of them, doth ^{by A. B.} covenant and grant to and with the said *C. D. E. F.* and *G. H.* and every of them, their and every of their Executors and Administrators, by these presents, in manner and form following: That is to say, That the said *A. B.* shall and will ^{To assist in} from time to time upon request, during this Co- ^{the taking} partnership, be aiding and assisting, what he may ^{up of Money} unto the said *C. D.* and *E. F.* in and for the taking, borrowing and advancing of any Sum and Sums of Money, for the said joint Account here in *England* by Bond or otherwise.

And also, that he the said *A. B.* in considera- ^{A. B. in re-} on that the said joint business, is to be wholly ^{gard the} acted and performed here in *England*, by the said ^{rest are to} *C. D.* and *E. F.* and beyond Seas, by the said *G. H.* ^{transact} and by such other Person or Persons, as for the ^{the whole} time being shall be hired and imployed, by the ^{affair to al-} said Copartners, in the said Parts beyond the Seas; ^{low, &c.} where none of the said Copartners, except the said *G. H.* is to reside, shall and will, out of his own proper, private and particular Estate, and not out of the said Account, over and above the payments and allowances by him to be paid, and allowed as aforesaid, well and truly pay and allow yearly, during the said Copartnership unto the said joint Account the Sum of, &c. of lawful Moneys of *England*, to be paid altogether, at the end of this Copartnership, or at the Decease of the said *A. B.* in case he shall happen to Decease in the mean time.

Provided always, and it is further covenanted, ^{How the} granted, concluded and agreed by and between ^{part of such} the said Parties to these presents, and each and ^{as die du-} every of them, by and for himself, his Executors ^{ring the 4} and Administrators, Covenanteth and Granteth to ^{years} and with each, and every of the other of them, ^{be disposed} his Executors and Administrators, by these pre-
sents

sents, severally and respectively, that in case any of the said Copartners shall happen to Decease, before the Expiration of the said term of four Years, and within three Months, next after the Account shall be agreed upon, and ballanced between the said Copartners, or Survivors of them: That then the Survivors or Survivor of them the said Parties, in full of the Part and Proportion of him, or them so dying, in and to the said Stock of Twenty thousand pounds, and the gains, benefit and increase, thereby then gotten and arisen (Money lent to the joint Account excepted) shall and will only be liable to pay, and shall and will pay unto the Executors or Administrators of the Party so dying, within the said term of four Years, and within three Months, after ballance of the said Account (the said Executors or Administrators first making good to the said joint Account the charge of him so Deceased) so much lawful Moneys of *England*, as by the last ballance of Account (then before made up and agreed upon between the said Copartners) shall be due and coming to such of them the said Copartners respectively dying as aforesaid, within six Months after such Decease (the said Executors or Administrators respectively, thereout allowing and abating to the Surviving Copartners, for and towards the losses that may happen to the said Surviving Copartners by desperate and bad Debts due to the said joint Account, so many times Fifty pound of lawful Money of *England*, as half years or six Months of this Copartner-ship shall remain then unexpired, at the time of such Decease.) And further, that in case any of the said Copartners shall Decease before the End or Expiration of the said term of four years, and full three Months after ballance of Account as aforesaid: That then the Part of him, or them so dying, shall run on upon Account, and be employed by the Surviving Copartners in the said joint Trade, until the next ensuing Time agreed by these presents

*Allowance
for desperate
Debts,
&c.*

for ballancing of the Account: And that the Surviving Copartners, in full of the portion, part and share, of him or them so dying of, in and to the said Joint-stock of Twenty thousand pound, and the benefit and increase thereby then gotten and arisen (Money lent to the said joint Account excepted) shall and will only be liable to pay, and shall pay, upon such Decease within six Months, after the Account ballanced and made up, unto the Executors or Administrators, of such of them the said Copartners (dying within the said Term of four Years, and after full three Months ballance of Account) the same Executors or Administrators first respectively making good to the said joint Account the charge of him or them respectively Deceased, so much lawful Moneys of *England*, as by the said next ballance of Account to be made up by the Survivors of them the said Copartners, shall justly and truly appear to be due and coming to such of them the said Copartners so deceasing, as fully as if the Parties were living; the said Executors or Administrators, respectively thereout allowing and defaulting unto the said Surviving Copartners, for and towards the losses that may happen to the Surviving Copartners, by and through desperate and bad Debts, due to the said joint account, so many times Fifty pound of lawful Moneys of *England* as half years, or six months of this Copartnership shall remain then unexpired, at the time of such Decease.

And also, that such of them the said Copart- *To save*
ners Surviving, shall and will save and keep harm- *harmless*
less and indemnified, the Executors or Admi- *Executors*
nistrators of such of them the said Parties so of *Party*
Deceased, of and from all Bonds, Bills, Debts *dying*,
and Engagements, wherein and for which the
Party so Deceasing, at the time of his Decease
stood bound or engaged by virtue of this Copart-
nership.

And

*The remain-
ing Stock to
proceed, &c*

And it is further Covenanted, concluded and agreed, by and between the said Parties to these presents, and each and every of them, by and for himself his Executors and Administrators, Covenanteth and granteth to and with other of them, his Executors and Administrators respectively, by these presents in manner and form following: That is to say, That if any of them the said Parties shall Decease, as aforesaid, within the said Term of four years (satisfaction for his Stock, part and share being made as aforesaid) that then the remaining Stock, with all other the said joint Trade and Account, shall run on and continue during the residue of the said term of four years, by and between the Survivors of them the said Copartners, and each of them to have a ratable part and propotion of the same, and of all gains and loss thereby arising.

*To make a
perfect ac-
count and
division, at
the end of
the Copars-
nership.*

And further, that at the end and expiration of the said Copartnership, and term of four years, or within three Months next ensuing, the said Copartners being all living, or the Survivors, in case any of them shall be Deceased, shall and will meet and come together here in *England*, and adjust and make a true and perfect account, at or in the Dwelling-house of the said *E. F.* for the time being, or where for the time the said joint Trade shall be chiefly used here in *England*, by and between all the said Parties or Survivors of them, as well for and concerning all their several Dealings and Charges, for and about the said joint Trade and account of all such Moneys, Wares, Goods, Merchandizes and Debts, that then shall be due, owing or appertaining to the said joint Trade and Account, and unto them the said Parties by reason thereof; and of, for and concerning all and every the gains, losses, profits and charges, of or by the said joint Trade arising, growing, happened or sustained, in such particular manner, as it may appear what the true state of the same then shall be, and what proportion and how much, to every of them

the said Parties shall be then due, belonging or appertaining: and shall and will also within the said time or space of three Months next ensuing the expiration of this Copartnership by equal Lots, or other Dividend, divide all Cloaths, Wares and Merchandizes between them, then remaining unfold or disposed of, and belonging to the said joint Account.

Division of the Wares.

And, that immediately, and with all convenient speed then afterwards, all and every Debts and Sums of Money due by the said joint Account, or by them the said Parties by reason thereof, shall be duly paid, satisfied and discharged, or otherwise equally secured by the Bonds of them the said Copartners or Survivors of them, in case the said Debts cannot in convenient time be paid, as aforesaid.

Debts to be paid or secured.

And as for and concerning the remainder of the said Stock of twenty thousand pound, and all gains, profit and advantage by the Stock accruing, whether the same shall consist in Debts or ready Money, or both (the Moneys lent and added to the said Stock, by any of the said Copartners; with the interest thereof then due, being first paid and satisfied) the said remaining Moneys and Debts, being divided into equal parts and proportions, according to the number of the said Copartners, or such of them as then shall be living; the same shall by Lots cast, or some other way, as they shall think fit, be distributed to the said Copartners, or such of them as shall be then living, whereby each of them may have a ratable part and proportion of the said Stock, and of all clear gains and profit thereby arising.

Division of the Debts, and ready Money.

And also, That every of the said Parties, his Executors and Administrators, for the better recovery of such Debts and Sums of Money, as at the end and determination of the said term of four years, shall be due and owing by reason or means of the said Copartnership: and as shall happen, or fortune to be allotted or divided,

Power to recover Debts.

for or towards the parts or portions of the other of them: shall and will at any time, upon the reasonable request, and at the cost and charges of such others of them, to whom such Debts shall be allotted, as aforesaid, make or cause to be made unto him or them such sufficient Letter and Letters of Attorney for and touching the Recovery and Receipt of the said Debt and Debts, and every part thereof to the proper use and behoof of him and them to whom the same shall be so allotted and divided as aforesaid, as by such of the said Parties to whom such Debts or Sums of Money shall be allotted or divided, his or their Executors or Administrators, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required.

*No respect
to be had to
Survivor-
ship.*

And it is expressly condescended and agreed by and between the said Parties to these presents, and each and every of them, by and for himself, his Executors and Administrators doth Covenant and grant to and with each and every of the other of them, his Executors and Administrators, by these presents, in manner and form following: That is to say, That no right of Survivorship shall take place or effect, or be put in ure, in or for any matter or thing, touching or concerning this joint Trade, or occupying, against any other of them, or any of their Executors or Administrators, but that it shall and may be lawful, to or for any of the said Parties, to leave, devise and bequeath, in and by his last Will and Testament, or otherwise, all his said part, portion and share, of and in the said Stock and gains, according to such Dividend as is aforesaid, and the true intent and meaning of these presents.

*Determina-
tion of Con-
troversies.*

And moreover, that if any ambiguity, doubt, question or controversie, at any time or times hereafter, shall happen to arise or grow between the said Parties, his or their Executors or Administrators, or any of them, for, touching, or concerning the said Copartnership, or any mat-
ter

ter or thing in these presents contained, or otherwise howsoever touching the same, that then and so often, each and every of the said Parties, his Executors and Administrators, for his and their parts upon request, to each of them, his or their Executors or Administrators to be made, by the Party or Parties grieved, shall and will from time to time, commit the ordering, hearing and deciding of such ambiguity, doubt, question or Controversie, to such indifferent men, being Merchant-Adventurers, as shall be named by the said Parties: That is to say, Each of them one; and shall and will stand to and abide such Order and Direction therein, as by such Men shall be made and set down in the Premises in Writing under their Hands and Seals, within one Month next after notice of any such doubt, ambiguity, question or Controversie unto them made or given: And if such persons cannot agree nor make and set down any such order and direction, within such time as is before limited, that then and so often in every such case, each and every of them the said Parties his Executors and Administrators shall and will stand to and abide such order and direction, touching and concerning such ambiguity, doubt, question or Controversie, as by the Governour of the Company of Merchant-Adventurers here in *England*, for the time being, shall be made and set down within three Months next after such time, as Petition or Suit, by the said Parties or any of them, to the said Governour in that behalf shall be made.

And further, It is condescended, concluded *None to be* and agreed, by and between the said Parties to *chargable* these presents; and their true intent and mean- *for anothers* ing is, That none of the said Parties, nor the *offence.* Executors or Administrators of any of them, shall at any time or times be charged or chargeable by virtue of these presents, or any Covenants, matters or things herein contained, further than that every of them the said Parties,

Copartnerships.

his Executors or Administrators shall stand or be charged, for his and their own proper offence and breach of Covenant, and not for the offence, or breach of Covenant of any other of the said Parties, his Executors or Administrators, any thing before contained to the contrary notwithstanding.

None to do any act to defeat the true meaning hereof. And finally, That none of them the said Parties, nor any of their Executors or Administrators shall or will, at any time or times hereafter, make, do, commit, or omit to be done, wittingly or willingly, any Act, Deed, Devise or thing whatsoever, to the end or intent to defeat or defraud in part, or in all, the true intent and plain meaning of these presents.

In Witness, &c.

Another form of Copartnership between four Citizens, touching Merchandizing, forreign and domestick.

Their conjunction in Copartnership.

THIS Indenture Quadripartite made, &c. Between *A.B.* of, &c. on the first part, *C.D.* of, &c. on the second part, *E.F.* of, &c. on the third part, and *G.H.* of, &c. late Servant of the said *A.B.* on the fourth part: Witnesseth. That the said *A.B. C.D. E.F.* and *G.H.* in consideration of the trust, confidence and good opinion, which every one of them the said Parties formerly had, and yet hath and reposeth in the other of them: Have joined together to be Copartners in the Trade of Merchandizing: That is to say, In buying, selling, uttering, vending and retailing of all sorts of Wares, and other kind of Businels to the Trade of a Merchant, incident, belonging or appertaining. And the said Copartnership to continue between them, from, &c. for and during the term and space of three whole years, from

from thence next ensuing, and fully to be compleat and ended (if all the said Parties shall so long live.)

And to that end, intent and purpose. they the said *A. B. C. D. E. F. and G. H.* have before the ^{several} *Day of the Date of these presents, delivered into the Stocks put* Stock [to be used and imployed in the said Trade ^{into a Schedule, consis-} of Merchandizing, as well in the Territories ^{ing in} of *England*, as elsewhere in several places in the *Wares, Mo-* parts beyond the Seas] in Money, Cloath, ^{neys, &c.} Wares, Debts, Merchandizes adventured abroad and here in *England*, such several Stock and Stocks, and Sum and Sums of Money, as are specified and expressed in a Schedule Indented to these presents annexed, of the peculiar and proper Stock severally put in by, and severally belonging to each one of the said Parties, for their several quantity and proportion, being in the said Schedule severally and distinctly set down, mentioned and declared as by the same more fully doth appear.

It is now Covenanted, granted, concluded and *To continue* fully agreed, by and between all the said Parties *Copartners* to these presents: And each one of the said *se-* veral Parties for himself respectively, and for his *during the* time. several Executors and Administrators, do and doth severally and not jointly, nor one of them for the other, Covenant and grant to and with each and every other of the said Parties, and their several Executors and Administrators by these presents, in manner and form following: That is to say, That every and each of the said Parties, shall from time to time, during and by all the said space of three years (if all the said Parties shall so long live) continue and abide together, as joint Occupiers and Copartners, and that every and each of the said Parties shall from time to time, during all the said term (if they shall so long live) do their and every of their reasonable *To use their* endeavours and diligence, by all the ways, labours *best endeavours to ad-* and means that each of them can to the uttermost *vance the* of his power, wit, skill and knowledge, to and *for Stock.*

Copartnerships.

for the benefit, profit and advantage of the said Copartners, with all or so much of the said Stock as shall in any manner of wise come, or be committed to each one of their severall charges, dispositions and Government, and the gains and increase thereof.

*Division of
the Trade.*

And it is agreed by and between all the said Parties to these presents, and their true intent and meaning is, That the said C. D. shall manage the business and affairs for, &c. [naming the places] in the parts of *Spain*, during the good liking of the said A. B. and there for the most part reside and have his continuance and being. And that the said G. H. shall manage the Business and Affairs for *Stood, Germany* and those parts, during the good liking of the said A. B. and there he for the most part to reside, and have his continuance and being: and the said A. B. and E. F. shall manage the business and affairs for *England*.

*To have e-
qual part
of loss and
gain.*

And it is Covenanted, granted and agreed, by and between all and every the said Parties to these presents: That all such gains, profit and increase, as God shall send, and as shall grow and arise by reason of their said Trade, and joint occupying as aforesaid, shall be from time to time, during the said joint occupying, equally and indifferently parted and divided in manner following: That is to say, to every one of the said Parties, their Executors and Administrators, a full equal and rateable Part and Proportion, in and upon every hundred pounds, rateably and proportionably according to the quantity of each ones severall Stock, by them severally put in, and appearing in the said Schedule, for his and their Part, of the gains, profit and increase that the same shall amount unto, and also of all such hurt, loss and detriment, as shall happen by the said joint Occupying, by evil Debtors, loss of Adventurers, or otherwise, which shall be equally born and sustained, without fraud or covin, by the said Copartners in their severall Parts and

Propor-

Proportions of the said Stock, according to the manner and form of the Dividend of the gains aforesaid.

And it is Covenanted, granted and agreed by *The keeping* all and every of the said Parties to these presents, *of the Books* and each one of the said Parties respectively for *of Accomt. s.* himself, his Executors and Administrators, do and doth severally and not jointly, covenant, promise, grant and agree, to and with every and each other of the said Parties, his and their several Executors and Administrators, by these presents, That there shall be had and kept from time to time during all the time of their joint Occupying, and Copartnership together, as aforesaid, as well for the Account and Affairs here in *England*, as likewise for the several Accounts and Affairs, severally beyond the Seas, perfect, just and true Books of Accounts and Reckonings, of all the said whole Trade and Dealing, as much as is in each ones power and charge severally, or in the power of two jointly, and as relating to and concerning that place or places, and the business and affairs thereunto applying, wherein or whereunto he or they shall be used or employed, or which shall be had, used or occupied, by reason of the said joint Trading : And that the said *A. B.* and *E. F.* shall have the custody and keeping of the Books of Accompt for *England*, and of all things concerning the Trade for, or in *England* : And the said *C. D.* shall have the custody and keeping of the Books of Accompt, for and concerning the said Trade in *Spain* : And that the said *G. H.* shall have the custody and keeping of the Books of Accompt concerning the Trade in *Sweden* and *Germany* : And that every of the said Books shall be according to each ones Power, justly and truly kept, and therein entred and set down all manner of Goods, Wares and Merchandizes whatsoever, either bought or sold, by means or reason of the said Copartnership, and joint Occupying, with all Debts thereof, or therefore from time to time

to be made, together with all the gains, profit and increase, that God shall send, and shall come or arise of, from, or by reason of the said joint Occupying, and also of all costs, charges, losses and expences, as are or shall be expended, disbursed, laid forth, had or suffered, by any ways or means, by reason of the said joint Occupying, which said Books shall be used in Common, to and for the use and behoof, of every and each of the said several Parties, their and every of their several Executors and Administrators to have free Access and Recourse unto, without the let or interruption of each, or the Executors, Administrators or Assigns of each other.

To make each other privy to all the affairs. And also that every and each of the said Parties shall from time to time during all the time of their said joint Occupying and Copartnership together, as aforesaid, shew and make privy unto the other, and such of the Servants and Apprentices of each other, that shall attend upon the said Trade, the particulars of all the Affairs and dealings of the said Trade, or that are needful and necessary thereabouts to be made known and manifest.

To accomplish every year. And also that every and each of the said Parties twice in every Year, yearly during the said Term, or oftner, if need require, at or upon the reasonable request of any of them unto the other, shall and will to the best and uttermost of each ones power and knowledge, and as much as in them, or any of them lies, make, yield, render and perfect unto every and each other, or to the Executors and Assigns of every and each other, at or in the City of London, a just true and perfect Account and Reckoning, of all the said Stock and Stocks, in the said Schedule mentioned, of all such Goods, Wares, Merchandizes, and ready Money, as at any time hereafter, during the said joint Trade and Occupying, shall come to any of their several hands, Occupying, custody or governance, or to the Hands of any other Person or Person, to their or any of their several or joint

Joint uses, or by their or any of their several or joint deliveries or appointments, or by the delivery or appointment of any the Factors, or Servants of them, or any of them, by reason of the said joint Occupying: and also of all the Gains, Profit and Increase that God shall send of the same Stock and Stocks, Goods, Wares, Merchandizes, and ready Money, or otherwise, by reason of the said joint Occupying: And also of all such Debts and Duties, as shall be owing to the said Parties, or any of them, and by them, or any of them, to be owing to any Person or Persons, by reason by the said joint Occupying, and that upon the perfecting and finishing of every such Accompt, all the said Parties, their Executors and Administrators, shall subscribe their Names to the same; Witnessing each ones Consent and Agreement thereunto, for avoiding of all Doubts and Questions, which otherwise might happen to ensue.

And further, That it shall and may be lawful to and for every and each of the said Parties, and the Executors, Administrators, Servants, Factors and Assigns of them, and every or any of them, at all convenient and seasonable Time and Times, during all the time of their joint Occupying, at the Liberty and Pleasure of any of the said Parties, their or any of their Executors, Administrators, Factors or Assigns, to have Access, and Recourse, to the Books of Account and Reckoning, and to the Notes and Remembrances appertaining to the same, anywise touching or concerning the said Trade and joint Occupying, and to search, peruse and examine the same for the better trial and finding out and discovery, how and in what sort and condition, the said Trade and joint Occupying doth and shall from Time to Time proceed and stand.

Free recourse to the Books of account.

And it is further Covenanted, concluded and agreed by and between the said Parties to these presents, and every one of the said Parties before-named, for himself respectively, and for his

Bills and Contracts beyond Sea, in whose several name.

several Executors and Administrators, do and doth severally and not jointly, promise, grant and agree, to and with the other of them, his and their Executors, Administrators and Assigns, by these presents, That no Bill, Writing, Contract or Bargain shall be made at any time during their said joint Occupying together in the parts beyond the Seas, for any matter touching the said joint Trade, otherwise than in the name of the said *A. B.* if the same with reasonable conveniency may be done : And that there shall no private occupying or trade of Buying or Selling be had, used or occupied by any the said several Parties, their Factors, Servants and Apprentices, or any of them, or by any other, to or for their or any of their uses, benefits or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Copartnership, to the hurt or injury of the said joint trade, other than such, as that the gains, Commodity, advantage and profit thereof, shall equally be to the use of them the said *A. B. C. D. E. F. and G. H.* proportionably, according to the rate and proportion of their several Stocks before-mentioned : Saving that it shall and may be lawful to and for the said *A. B.* at his liberty and pleasure, with his overplus of Stock at any time or times during this Copartnership to use a Trade to and for the *East-Indies* : And saving that it shall and may be lawful, to and for all the said Parties, during the term of their said joint Trade to deal with and for other men, with whom they shall in no wise have any Partnership : and which shall not hinder or any way prejudice the said joint Trade : and to receive the Factorship for such their dealing to their own proper uses : any thing herein before contained to the contrary notwithstanding.

*No private
Trade to be
permitted.*

Exception.

*Account to
be made at
the end of
the Copart-
nership.* And it is further Covenanted, granted con-
cluded and agreed, by and between the said
Parties to these presents : And each one of the
said several Parties for himself respectively, and for
his

his several Executors, Administrators and Assigns, to and doth interchangeably, and respectively, and not jointly, Covenant, grant and agree to and with the other of them, his Executors Administrators and Assigns, by these presents, That they the said *A. B. C. D. E. F.* and *G. H.* their, and every of their Executors and Administrators, shall and will within the space of three Months, next ensuing the end, determination or dissolution of the said Copartnership, whether the same be by expiration of the said term of three years, or by the Death or Decease of any the said Parties, whichsoever of the same shall first happen, at the request of every or any of them unto the other, or the Executors or Administrators of any of them, unto the other, make, yield, render and perfect every one of them unto the other, at the now dwelling House of the said *A. B.* Situate in, &c. a just, true, perfect and final account and reckoning, in Writing, to the uttermost of every and each mans power, and knowledge of all and every the said Stock and Stocks mentioned in the said Schedule, and of all the gains and increase, loss and damage, which God shall send, and which shall grow or be to the same; and of all Goods, Wares, Merchandizes and Commodities, before that time, had, bought, sold or dealt in, with the said Stock and Stocks, and gains aforesaid: and of all Debts, made and being due, Sum and Sums of Money, received and paid out by means, or in respect of the said joint Trade; and generally of all Buying, Bargaining, Selling, Trading and Merchandizing by the said Parties, or any of them, with the said Stock and Stocks, and gains and increase thereof aforesaid.

And, that then upon the perfecting and finishing of the said final account, so, as aforesaid, to be made and done [the Debts, Duties and other Charges to be then owing or payable by the said Parties, or any of them, for, and in respect of the said joint Trade, being then first and before

Dividend to be made.

all

all things there-out, paid, deducted and allowed and likewise the losses, if any be, to be in like proportion born and sustained] all and every the Stock and Stocks in the said Schedule mentioned then remaining, and the Gains and Increase which God shall send, and shall appear to become and growing thereof, or by reason of the Trade aforesaid, whether the same shall consist in Money, Wares, Debts or otherwise, shall be indifferently parted, shared, paid and divided, to and amongst the said Parties, their Executors and Administrators in kind proportionably and ratably, without fraud, deceit or diminishing in the full measure, as each ones several Part shall justly and truly, in a true reckoning and computation thereof arise and amount unto upon every hundred Pounds thereof, according to the quantity of each ones several Stock and Stocks in the said Schedule appearing and mentioned, and according to the plain true intent and meaning of these presents.

*Debts due
how to be
disposed.*

And that such Part and Portion of the said Stock and Gains, as shall upon the perfecting of the said final Accompt appear to be and consist in Debts and Duties due and owing to the said Parties, or any of them, shall also from time to time, as the same or any of them shall be recovered or gotten in by the said Parties, or any of them, be also parted, shared and divided to and amongst the said Parties, according to the like Order, Rate, Division and Proportion, as is before herein expressed and set down: And that

*Each to do
his best en-
deavour
and bear a
ratable
part in the
charge, for
getting in
the Debts.*

the said Parties, and every of them, their Executors and Administrators, immediately upon the perfecting and finishing of the said final account, partition and division as aforesaid, shall and will do their, and every of their Endeavours, by all the lawful ways and means, that they or any of them, may or can, for the more speedy recovery and getting in of all and every the said several Debts and Duties, from time to time to be due or owing to them, or any of them, as part

of the Gains, and Stock aforesaid: and that the charges of suing for, and getting in of the said Debts and Duties, from time to time, shall be born and paid, by all the said Parties rateably, according to the quantity of their several Stocks and Gains aforesaid.

And that if it shall happen, any of the said *No right of* Parties, to dye or depart this life, during the *Survivor-* said Copartnership: That then in any such case, *ship to take* no right of Survivor or Survivorship, shall hold *place.* or take place, or be by them, or any of them challenged, claimed or demanded in any wise, but that they the said Parties, and every of them, shall and may lawfully give, devise, dispose and distribute his and their Parts and Portions of the said Stock and Stocks, Gains and Increase to them severally and properly to belong, and be due and belonging by the true intent and meaning of these presents, by their or any of their last Wills and Testaments, or by any other means or device, as fully and amply, as they or any of them could or might do, of their own proper Money or Goods, not pertinent to this joint Trade or Account: And likewise that the Executors and Administrators of every such Person and Persons so dying, may have and enjoy his and their full rateable Part and Portion of the Stock and Stocks aforesaid, and of the Gains and Increase thereof, according to the true intent and meaning of these presents, without any lett, trouble, hinderance or interruption of any other of the said Parties Surviving; any Usage, Law, Custom, or other impediment to the contrary thereof, notwithstanding.

And that all and every the said Parties before *To assist* mentioned, their Executors and Administrators, *each other* at all times during the continuance of the said *in obtain-* Copartnership, and afterwards until the end of *ing their* the whole business shall be fully finished, and *Parts.* brought to perfection by all the good ways that they possibly can, shall be aiding and assisting unto each other, their Executors and Admini-
strators

strators, for the obtaining and speedy getting of every and each ones private and particular Part and Portions, to him or them to be due, upon the Partition or Division aforesaid, and that without fraud or covin.

*What to be
allowed up-
on the joint
Stock, What
not?*

And each of the said Parties for himself, his Executors and Administrators, doth covenant and grant, to and with the other of the said Parties, his and their Executors and Administrators, by these presents, That it shall not be lawful, for the said Parties, at any time during the said Copartnership, or any of them, to take out or diminish any part of the said joint Stock, or any the Gains or Increase thereof, other than such Sum and Sums of Money, as hereafter in and by these presents, is licensed and allowed: And that no charge shall in any wise be put to the Account of the said Copartnership, but such as shall be for the Merchandizing in Trade, and occupying of the Stock and Stocks aforesaid, and the Gains and Increase that of and concerning the same shall come, arise or increase [unless it be for convenient House-room, and Warehouse-room in the parts beyond the Seas, and for the suing for, and getting in of Debts and Duties belonging to the said joint Trade, and other necessary Charges belonging to Merchandize behoofeful for their joint Occupying, which are to be born by the general account of the said joint Trade.] And that the Charges of Warehouse-room, Dyet, Lodging, and such like, for the time any of the said Parties shall be within the City of London, during the time of the said Copartnership, shall be upon the particular and sole Charge of the said A. B. his Executors or Administrators.

*Allowance
to Copart-
ners.*

And it is covenanted, granted, concluded and agreed by and between all the said Parties to these presents, and each one of the said Parties for himself respectively, and for his several Executors and Administrators, do and doth Covenant and grant by these presents, that he the said

C. D

C. D. by way of further Recompence, his Executors and Administrators, shall every year, for and during all the time of the said Copartner-ship, be allowed out of the said joint Stock, and general Account, the Sum of One hundred eighty four pounds *per Annum*, of lawful Money of *England*, over and above all other his gains and allowance herein before-mentioned: One hundred pound yearly whereof, it shall and may be lawful to and for the said C. D. to take out of the said joint Stock, to use, spend, bestow and convert, at his own free will and pleasure, and that he the said C. D. shall leave yearly the residue, being the Sum of Eighty four pounds, to rest, remain and run to and in use, to and with the said general Stock, during the said Copartnership, the profit and loss of which said Eighty four pounds to be divided to and amongst the said Copartners in like manner, according to the division and proportion of their several Stocks aforesaid: and the said Eighty four pounds yearly, together with so much of the said yearly Sum of One hundred pounds not formerly taken out, at the end and determination of the said Copartnership, shall be to the said C. D. his Executors and Administrators, fully satisfied and paid, or otherwise by him the said C. D. his Executors or Administrators: out of his Account to be deducted and defalked: and that the said G. H. his Executors and Administrators, by way of further recompence Yearly, and every Year, for and during, &c. *pro ut supra* for C. D. [and so for the rest.] Any matter or thing before in these presents contained to the contrary in any wise notwithstanding.

And finally, it is covenanted, granted and agreed, by and between all the said Parties to these presents, That if it shall fortune any variance, suit, difference, doubt, controversie, discord, or contention happen, grow or be moved, by and between the said Parties or any of them,

or

The manner of composing differences.

or the Executors or Administrators of them or any of them, for, upon or by reason of the said Trade, and joīnt Occupying, or any matter or thing thereupon depending, or upon or by reason of any matter or thing in these presents contained or expressed, That then and so often from time to time as the same shall happen, and before any suit, arrest or trouble, shall be attempted or begun by them or any of them, against the other, All and every of the said variances, differences, strifes, doubts, controversies and contentions, shall from time to time be referred and submitted to the hearing, order, award and determination of four honest Persons, being of the Company of Merchant adventurers of *England* for the time being, whereof one shall be chosen by the said *A. B.* his Executors or Administrators, one other by, &c. [naming the rest] as Arbitrators, in and for all and every the Premisses, if they shall be content to undertake the variances, strifes and contentions so to them to be referred within the space of one Month next after such reference and submission to them made : And further, that they the said *A. B. C. D. E. F.* and *G. H.* and every of them, their and every of their Executors and Administrators respectively, for their several and particular parts, shall and will from time to time stand to, abide, obey, perform, fulfil and keep all and every such end and ends, determination and judgment, as by the said four Persons so, as aforesaid, to be chosen, shall from time to time be had, made and given in Writing, for and in behalf of the said Parties, as touching any the variances or differences aforesaid.

In Witness, &c.

Anchor

Another form of Copartnership between two Sales-men, as to matters here in England only.

THIS Indenture made, &c. Between *A. B.* of the one part, and *C. D.* of the other part: Whereas the said *A. B.* is posselt by Lease for divers years yet to come, of, and in all that Messuage, or Tenement, with the appurtenances, called by the name of *Kings-Arms*, situate and being in *Birching-lane, London*, now in the Occupation of the said *A. B.* And whereas the said Parties are agreed to be Copartners in the Art or Trade of a Salesman, and in buying and selling of Apparel, and other things belonging to the said Trade: *One lets part of his House to the other.*

Now Witnesseeth these presents, That the said *A. B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said *C. D.* his Executors Administrators and Assigns, by these presents, that he the said *C. D.* shall have, hold and enjoy the several Rooms hereafter mentioned, being part and parcel of the said Messuage: That is to say, &c. [naming the Rooms] And also free liberty of ingress, egress and regress to and from the said Rooms and premisses, at all convenient and seasonable times, for the term of three years, commencing from the Feast day of *St. Michael* the Archangel next ensuing the Date of these presents: yeilding and paying therefore yearly unto the said *A. B.* his Executors, Administrators and Assigns, the yearly Sum of Ten pounds of lawful Money of *England*, at four usual Feasts or Terms in the year, that is to say, &c. by even and equal portions. And the said *C. D.* for himself, his Executors and Administrators, doth covenant and grant to and with *By way of Covenant.*

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Liberty to view the preparations. the said *A. B.* his Executors and Administrators by these presents, That he the said *C. D.* shall and will from time to time, during the said term, permit and suffer the said *A. B.* and all those of whom he holdeth the said Messuage, their Heirs, Executors and Assigns, and their Workmen to enter, and come into and upon the several Rooms aforesaid, to view, search and see the Estate of the same.

Covenant to be Copartners for three years.

And this Indenture further Witnesseeth, That the said *A. B.* and *C. D.* for the good liking and opinion, and special trust and confidence which each of them hath and reposeseth of, and in the other of them, and for the advancing of their Estate, are contented and agreed, and do by these presents covenant, grant and agree, each of them to and with the other of them, his Executors and Administrators, that they the said Parties shall be and continue Copartners together, and joint dealers in the Art or Mystery of a Salesman, and the making and selling of all sorts of Apparel for Men and Women, and in the buying and selling of all things thereunto incident and belonging, from the Feast day of *St. Michael* the Archangel, next ensuing the Date of these presents unto the end and term of three years, from thence next ensuing. and fully to be compleat and ended (if the said Parties shall both of them so long live :) the said Copartnership to be kept and used in the Shop and Ware-house belonging to the above-named Messuage.

The Stock to be brought in by each.

And for the better managing of the said joint Trade, they the said Parties to these presents, have agreed to make up, bring in, and put together the Sum of Four hundred pounds of lawful Moneys of *England*: of which said Stock, the said *A. B.* is agreed for his share and part, to bring in the Sum of Two hundred pounds of lawful Money of *England*; and the said *C. D.* is agreed to bring into the said Stock for his part and share of the said joint Stock, the like Sum of Two hundred pounds of like lawful Money

Money of England, being the residue of the said Four hundred pounds, and they the said Parties shall and may bring, and put into the said joint Trade, such further addition of Stock, as they the said Parties shall think fit. It is now therefore covenanted, granted and agreed; by and between the said Parties to these presents, and each of them by and for himself, his Executors and Administrators, doth covenant, promise, grant and agree, to and with the other of them by these presents in manner and form following: That is to say, That each of them the said Parties shall and will, on or before the sixth day of, &c. now next ensuing, bring and put into the said joint Stock and Trade, each the Sum of Two hundred pounds apiece, as aforesaid, being his said respective part and share of the said joint Stock.

And that the said joint Stock of Four hundred *Implej-* pound, and such further addition of Stock as *ment of the* they the said Parties shall bring and put into *Stock.* the said joint Trade, and all the proceed, gains and increase, which shall be acquired or gotten, by reason or means of the employment of the said joint Stock, and additional Stock in the said joint Trade: (except a weekly allowance of Thirty shillings to each of them the said Parties for their particular Household expences, to be taken out of the said gains) shall be from time to time, during the said Copartnership, continued, used, and employed in the said Copartnership and joint Trade, to and for the use, benefit and behoof of both the said Parties to these presents, as is here-under mentioned, and shall not be taken out, converted, used or employed by either of the said Parties, to or for any other use, intent or purpose whatsoever.

And that each of them the said Parties shall *Both to en-* from time to time, during the said Copartner- *deavour to* ship, diligently apply and endeavour himself in *advance* the managing of the said joint Trade, and to *the Trade.* advance the same, and the gains and increase thereof,

thereof, for the equal benefit and advantage of both the said Parties.

Where the Trade shall be used. And that neither of them the said Parties, shall use the said Trade in any other place, but only in the said Messuage, during the said Term, nor shall

use or exercise the said Trade, with any other Stock, but only for the benefit of both the said

Each to be true and faithful to the other. Parties: And that each of the said Parties shall be true, just and faithful to the other of them, in all his Buyings, Sellings, Dealings, Doings and Employments, in and about the said joint

Each to have 30 s. a Week. Trade, and that each of the said Parties shall and lawfully may take out of the said joint Stock and Gains, and have the weekly Sum of Thirty shillings for his particular charges of House-keeping.

All transactions to be in both their names And that the said joint Trade shall be managed and driven, and all Buyings, Sales, Receipts, Payments, Bills, Bonds, Specialties and other Assurances to be had, made or taken for any matter or thing touching the said joint Trade, shall be from time to time, during the said Copartnership, entred, had, made and taken in the joint Names of both the said Parties to these presents.

Neither to become bound with any other Person. And that neither of them the said Parties shall at any time during the said Copartnership, become bound or bail, or surety, or otherwise engage himself with or for any other Person or Persons, for any Debt or Duty, Matter or Thing not concerning this Copartnership, without the license or consent of the other of the said Parties first had in that behalf in Writing

Nor to release Debts, &c. without the others consent. under his Hand: Nor shall at any Time during the said Copartnership compound, release or discharge any Debt or Duty, which shall be due or owing to the said joint Trade: without the consent of the other of them the said Parties first had in that behalf: Other than so much thereof as shall be brought into the said joint Stock, within four Days next after such Release made or given for the same.

And

And that the joint or additional Stock afore-^{The Stock} said, or any of the Gains or Increase thereof, ^{not to be at-} shall not at any Time, during the said Copartner-^{tached for} ship, be attached, seized, extended, or taken in ^{particular} execution, for or in respect of the private or ^{Debts of ei-} particular Debt or Debts, Duty or Duties of ^{ther.} either of the said Parties not concerning this Copartnership: But that such private and particular Debt or Debts, Duty or Duties shall be paid and satisfied by him or them the said Parties whose Debt or Duties the same is or shall be out of his own particular State not included in the said Copartnership.

And that neither of the said Parties shall at any ^{Not to re-} time during the said Copartnership, retain or ^{tain Ap-} keep any Servant or Apprentice to be employed ^{prentices} in the said joint Trade, without the consent of ^{without} the other of them the said Parties first had and ^{consent.} obtained in that said behalf.

And that if either of the said Parties shall at ^{Not to sell} any time hereafter, sell or deliver upon Trust ^{upon trust} or Credit, are Wares or Commodities, of or ^{without} belonging to the said joint Trade, without the ^{consent.} Consent of the other of the said Parties, then such of them the said Parties, which shall sell or deliver the said Goods or Wares, shall within six Months next after such Sale or Delivery made, pay in unto the said joint Stock so much of lawful *English* Money, as each and every such parcel of Wares shall be sold for, if the Person or Persons, to whom such Sale or Delivery shall be made, shall not in the mean time pay and satisfy for the same.

And further it is agreed by the said *A. B.* that ^{Discharge} he the said *A. B.* shall and will from time to time ^{of Ass-} during the said Copartnership, at his own costs ^{ments for} and charges bear pay and discharge, all Tithes ^{the Messu-} or other Duties due and payable to the Person ^{age.} for the aforesaid Messuage, and all Assessments for relief of the Poor of the Parish, so that the same Assessments exceed not more than the said *A. B.* now payable and is assessed for the same.

*The divi-
dend of the
Stock and
Gains.*

And moreover it is mutually condescended and agreed, by and between the said Parties to these presents; and each of them for himself, his Executors and Administrators, doth covenant and agree to and with the other of them, his Executors and Administrators by these presents: That each of them the said Parties shall from time to time, during the said Copartnership, have a several and equal Part, Right, Title and Interest in and to the said joint Stock, and Proceed of the same, and in and to all and every the Gains and Increase, which shall be made, raised or gotten, by reason or means of the said joint Trade: That is to say, the said A. B. in and to the moiety, or one half Part thereof, and the said C. D. in and to the other moiety, or one half part thereof: And that each of them the said Parties, his Executors and Administrators, shall and may at and upon the Dissolution of the said Copartnership have, receive and take his said respective Share and Part of all the said Premises, to his and their proper use and behoof for ever, in such manner as hereafter in these presents is mentioned and set down, without any lett or interruption, of or by the other of them the said Parties, his Executors or Administrators: and without any benefit or advantage to be taken by Survivorship, or by either of the said Parties Surviving the other of them; any Law, Usage or Custom of Survivorship to the contrary thereof in any wise notwithstanding.

*No advan-
tage by Sur-
vivorship.*

*Losses e-
qually born,
and char-
ges.*

And that all Debts and Duties which shall be owing by them, the said Parties, touching the said joint Trade, and all Losses by bad Debtors [other than such as shall be trusted by either of them, without the consent of the other of them the said Parties] Decay in Wares, or any other inevitable accident, and all charges and expences for repairing of the said House and Shop, and all other charges necessarily arising for any matter or thing touching the said joint Trade: shall be from time to time during the

said

Copartnership, born, sustained and paid by and between the said Parties to these presents, equally out of their said joint Stock and Gains.

And moreover, That they the said Parties *To keep shop-Books.* shall from time to time during the said Copartnership, at their own charges provide, have and keep sufficient and competent Books of Account and Reckoning in Writing to be always remaining in the said Shop; Wherein they the said Parties shall from time to time, write down and enter, or cause to be Written down and entered, the true Particulars of all such Goods, Wares and Merchandizes, that shall be bought or sold, brought in or delivered out, in or touching the said joint Trade, and of all Sum or Sums of Money, that shall be received or paid, together with the Names of all Persons, unto or from whom any such Goods, Wares or Moneys, shall be received or paid, and all other circumstances of Time and Place any ways conducing to the manifestation of the State and Proceeding of the said Trade: And that each of them the said Parties shall and may from time to time, during the said Copartnership, have free Access and Recourse unto the said Books of Account, to read, peruse, examine and copy out the same at his Will and Pleasure.

And further, That they the said Parties, shall *Every year* yearly and every year, during the said Copartnership in the Month of *September,* join in *to perfect the account* Account together in the said Shop; and then and there to make, cast up, and fully finish a true, just, plain and perfect Account and Reckoning in Writing of, for and concerning the said joint Trade; and of and for all Moneys, Wares, Goods, Debts, and other Estate whatsoever, which shall be then in Copartnership between the said Parties, or jointly owing or belonging to them, and upon the finishing of every such yearly Account, they the said Parties shall write and enter, or cause to be Written down, and entered into two

*The divi-
dend of the
Stock and
Gains.*

And moreover it is mutually condescended and agreed, by and between the said Parties to these presents; and each of them for himself, his Executors and Administrators, doth covenant and agree to and with the other of them, his Executors and Administrators by these presents: That each of them the said Parties shall from time to time, during the said Copartnership, have a several and equal Part, Right, Title and Interest in and to the said joint Stock, and Proceed of the same, and in and to all and every the Gains and Increase, which shall be made, raised or gotten, by reason or means of the said joint Trade: That is to say, the said *A. B.* in and to the moiety, or one half Part thereof, and the said *C. D.* in and to the other moiety, or one half part thereof: And that each of them the said Parties, his Executors and Administrators, shall and may at and upon the Dissolution of the said Copartnership have, receive and take his said respective Share and Part of all the said Premises, to his and their proper use and behoof for ever, in such manner as hereafter in these presents is mentioned and set down, without any let or interruption, of or by the other of them the said Parties, his Executors or Administrators: and without any benefit or advantage to be taken by Survivorship, or by either of the said Parties Surviving the other of them; any Law, Usage or Custom of Survivorship to the contrary thereof in any wise notwithstanding.

*No advan-
tage by Sur-
vivorship.*

*Losses e-
qually born,
and char-
ges.*

And that all Debts and Duties which shall be owing by them, the said Parties, touching the said joint Trade, and all Losses by bad Debtors [other than such as shall be trusted by either of them, without the consent of the other of them the said Parties] Decay in Wares, or any other inevitable accident, and all charges and expences for repairing of the said House and Shop, and all other charges necessarily arising for any matter or thing touching the said joint Trade: shall be from time to time during the

said

Copartnership, born, sustained and paid by and between the said Parties to these presents, equally out of their said joint Stock and Gains.

And moreover, That they the said Parties *To keep shop- Books.* shall from time to time during the said Copartnership, at their own charges provide, have and keep sufficient and competent Books of Accompt and Reckoning in Writing to be always remaining in the said Shop; Wherein they the said Parties shall from time to time, write down and enter, or cause to be Written down and entred, the true Particulars of all such Goods, Wares and Merchandizes, that shall be bought or sold, brought in or delivered out, in or touching the said joint Trade, and of all Sum or Sums of Money, that shall be received or paid, together with the Names of all Persons, unto or from whom any such Goods, Wares or Moneys, shall be received or paid, and all other circumstances of Time and Place any ways conducing to the manifestation of the State and Proceeding of the said Trade: And that each of them the said Parties shall and may from time to time, during the said Copartnership, have free Access and Recourse unto the said Books of Account, to read, peruse, examine and copy out the same at his Will and Pleasure.

And further, That they the said Parties, shall *Every year* yearly and every year, during the said Copartnership in the Month of *September,* join in *to perfect the account* Accompt together in the said Shop; and then and there to make, cast up, and fully finish a true, just, plain and perfect Accompt and Reckoning in Writing of, for and concerning the said joint Trade; and of and for all Moneys, Wares, Goods, Debts, and other Estate whatsoever, which shall be then in Copartnership between the said Parties, or jointly owing or belonging to them, and upon the finishing of every such yearly Accompt, they the said Parties shall write and enter, or cause to be Written down, and entred into two

several Books of Accompt, the true Particulars of every such Accompt, and shall subscribe their Names in the said Books, at the foot of every such Accompt entred therein: and upon the Subscription of their Names as aforesaid, each of the said Parties, shall and may have and take to his own use one of the said Books subscribed as aforesaid.

*The final
Account.*

And further more, That at the end of the said Term of three years, if they the said Parties shall be both then living, they the said Parties shall join in Accompt together at the Shop aforesaid, and shall then and there make, cast up and fully finish between them a true, plain, perfect, and final Accompt and Reckoning in Writing, of, for and concerning the said joint Trade, and of, and for all Moneys, Wares, Goods, Debts and other Estate whatsoever, which shall be then in Copartnerhip, between the said Parties, or jointly owning or belonging to them, by reason or means of the said joint Trade; And of all Debts and Duties, which they the said Parties shall then owe to any Person or Persons.

*To pay
Debts, and
divide the
remainder.*

And upon finishing of the said Accompt, they the said Parties shall forthwith satisfy or take order for the speedy satisfying of all and every the said Debts and Duties, so by them owing: and shall also thereupon make a just and equal partition, allotment, assignment and division between them the said Parties, of all the then residue and remainder of their said partible or joint Stock and Estate, and increase thereof: [That is to say, One moiety or half part thereof unto the said A. B. to his own proper use, and the other moiety or half part thereof unto the said C. D. to his own proper use.]

*Neither to
release a
Debt assign-
ed to the
other, &c.*

And after such partition, division, assignment and allotment so made, neither of the said Parties, his Executors or Administrators, shall, without the consent of the other of them, receive

receive, release, compound or discharge any Debt or Duty, which is or shall be assigned or allotted to the other of them respectively, but that each of them the said Parties, his Executors and Administrators, shall from time to time sufficiently authorize the other of them the said Parties, his Executors or Administrators, upon his or their request to sue for, recover, receive and take to his and their own proper use, all and every the Debts and Duties, which shall be allotted to him or them the said Parties, his Executors or Administrators respectively, making such request.

Each to authorize the other to sue, &c.

And further, That if either of the said Parties shall happen to Decease before the end of the said three Years, and after any yearly Account shall be made between them the said Parties, touching the said joint Trade, That then the Survivor of them the said Parties, shall have and take to his own proper use, all the Moneys, Goods and Wares, which shall be belonging to the said joint Trade and Copartnership, at the same Rate and Price the same Goods and Wares did cost, and also all Debts and Duties which shall be then due and owing to the said joint Trade, (except such of them as were trusted by the said Deceased Party, without the consent of the said Survivor :) And in consideration thereof, the said Survivor, his Executors or Administrators, shall pay, or cause to be paid to the Executors or Administrators of the Person so first dying at the Shop aforesaid, so much lawful Money of *England* as the part and share of the Party deceasing, of, and in all the said Debts that shall be then owing to the said joint Trade, that were accounted good and sperate Debts ; and of, and in all the Moneys, Goods and Wares of the said joint Trade, did, or shall clearly come and amount unto, by and upon the said yearly Accompt made between the said Parties, next before such Decease (the Debts owing by the said joint Stock being allowed for, and defalked

If either die during the three years, the Survivor nor to take all, paying for a moiety to the Executors of the other.

falked out of the said whole Estate:) The same Moneys to be paid to the Executors or Administrators of the said Party Deceased, as followeth: That is to say, One third part thereof, at the end of four Months, next after such Decease, one other third part thereof at the end of Eight Months, next after such Decease, and the remaining third part thereof, at the end of twelve Months next after such Decease.

How the Money shall be secured.

And that the said Survivor, his Executors or Administrators, shall within twenty Days next after such Decease of the other of them the said Parties, become bound in a penal Bond, sufficient in the Law, of double the principal, and with sufficient Sureties to the Executors or Administrators of the person so first dying, as well for the true payment of the said three several Sums, in manner and form aforesaid, as also for the saving harmless, and keeping indemnified, of the Executors and Administrators, Lands, Tenements, Goods and Chattels of the said first Deceasing Party, of, and from all and every the Debts and Duties, which were jointly owing by them the said Parties at the time of such Decease, of, for and concerning the said joint Trade, and of and from all Accompts, Suits, Judgments, Executions and Demands, for, touching or concerning the same.

The Executors of the Party deceasing to release all demands.

In consideration whereof, the Executors or Administrators of the said Deceased Party, shall upon receipt of the said Security, sufficiently and in due form of Law, remise and release unto the said Survivor, his Executors and Administrators, all the part, share, right, title, interest, claim and demand whatsoever, which they the said Executors and Administrators of the Deceased Party, and every or any of them, have or hath; or may, can, might should or ought to have in, to or out of all and every, or any of the Stock, Estate, Money, Goods, Wares and Debts which

which were in or belonging to the said joint Trade, or Copartnership, at the Decease of the Party so first dying, or at any time before, except such Debts as were accounted desperate, which by the Agreement of both the said Parties to these presents, for them, their Executors and Administrators, are to be equally divided between the Survivor and the Executors and Administrators of the Deceased Party, as they or any of them shall be received or gotten in.

Except desperate debts which are to be divided.

And it is further covenanted and agreed by and between the said Parties to these presents: That if either of the said Parties shall happen to depart this life before any yearly Account shall happen to be made between the said Parties touching the said joint Trade, that then the Surviving Party, his Executors and Administrators shall have and take to his and their own use and behoof, all the Moneys, Goods, Wares, Debts and other Estate whatsoever, in or belonging to the said joint Trade, at the time of such Decease, and shall satisfy the Debts jointly owing by the said Parties as aforesaid, at the time of such Decease, and shall truly pay unto the Executors or Administrators of the first Deceased Party, within one year next ensuing so much lawful English Money, as the Stock that then shall be brought into the said joint Trade by the Party so deceasing did come and amount unto, and that such security shall be given for the same, and for the saving harmless of the Executors or Administrators of the Deceased Party, of and from the Debts and Duties jointly owing by the said Parties as aforesaid, as is above mentioned to be given for the like purposes, in case the Decease of the Party so first dying had happened after the making of an yearly Account, as aforesaid: And that then also the like Release shall be made and given by the Executors or Administrators of the first Deceasing Party, to the Surviving Party, his Executors

How the Estate is to be divided, if either die before account made

Release.

Executors and Administrators, as is above mentioned.

Touching the Messuage if A.B. die, &c. And the said A. B. for himself, his Executors and Administrators doth covenant and grant unto and with the said C. D. his Executors and Administrators by these presents: That if the said A. B. shall happen to Decease within the said term of three Years, that then the Executors or Administrators of the said A. B. shall within twenty Days next after his Decease, demise and grant unto the said C. D. (if he shall be then living) his Executors and Administrators, all the said Messuage or Tenement above mentioned, for and during the then Residue of the said Term of three Years at, for and under the yearly Rent of Twenty three pound of lawful Money of England, to be by the said demise reserved quarterly to be paid, and with such Covenants to be inserted in the said Demise on the Part and behalf of the said C. D. his Executors, Administrators and Assigns to be performed and kept, as are contained in the Lease, whereby the said A. B. holdeth the same, so that the said C. D. do upon the Sealing and Delivery of the said Lease, Seal and Deliver the Counter-Part thereof, as his Act and Deed unto the Lessor or Lessors therein named.

How to compose differences. And it is covenanted, concluded and agreed by and between the said Parties to these presents, for them, their Executors and Administrators; That if any Variance, Strife, Difference or Controversie, shall at any Time hereafter, during the said Copartnership, or at the end thereof happen to grow, arise, or be between the said Parties, to these presents, their Executors or Administrators, or any of them, upon, touching or concerning their said joint Trade or any their buyings, sellings, accompts, matters or things relating thereunto, or for, or touching any Covenant, Matter or Thing in these

theſe preſents contained: That then and ſo often they the ſaid Parties to theſe preſents, their Executors or Adminiſtrators ſhall upon reaſonable requeſt made by either or any of them unto the other of them before any Suit ſhall be commenced for, or touching the ſame, elect, name and chuſe two indifferent Perſons to hear and determine the ſame differences and matters of difference, one of which Arbitrators the ſaid *A. B.* his Executors or Adminiſtrators ſhall chuſe and name. And the other of the ſaid Arbitrators the ſaid *C. D.* his Executors or Adminiſtrators ſhall name and chuſe: And that each of the ſaid Parties his Executors and Adminiſtrators ſhall reſpectively ſtand to and abide, perform and keep ſuch award, order, determination and judgment, which the ſaid two Arbitrators ſhall make and give in Writing under their Hands and Seals unto the Parties ſubject by theſe preſents thereunto, upon and touching the ſaid differences and matters in difference, ſo that the ſaid award be made and given, as aforeſaid in Writing, within Thirty Days next after the choice and Nomination of the ſaid Arbitrators in that behalf. And in caſe the ſaid Arbitrators ſhall not make and give forth their ſaid award as aforeſaid; within time before limited for the doing thereof, then each of the ſaid Parties his Executors and Adminiſtrators ſhall and will ſtand to, abide, *Umpire.* perform and keep ſuch Award, Order and Umpirage, as ſuch one Perſon Umpire to be elected and choſen by the ſaid Arbitrator ſhall make and give forth in Writing, as aforeſaid, under his Hand and Seal upon and touching the ſaid differences and matters in difference within 20 days next after the end of the ſaid 30 Days: And in caſe the ſaid Umpire ſhall not make and give forth, as aforeſaid, his ſaid Award and Umpirage, within the time above limited for the doing thereof, that then each and every of them the ſaid Parties, his Executors and Adminiſtrators ſhall and will for his and their Parts ſtand to, abide, perform
and

and keep such Award, Order, Determination and Judgment as the Master and Wardens of the Company of Merchant-Taylors in London, or the major Part of them shall make and give forth, as aforesaid, in Writing under their Hands and Seals, upon and touching the said differences and matters in difference within two Months next after the end of the said twenty Days.

*If either
prove un-
faithful,
Copartner-
ship to cease*

Provided nevertheless, and it is covenanted, concluded and agreed, by and between the said Parties to these presents for them, their Executors and Administrators: That if either of the said Parties shall be untrue, unjust or unfaithful unto the other of them, in any buyings, sales, receipts or payments belonging to, or concerning the said Copartnership: That then or at any times afterwards, upon notice of dislike given thereof by either of them to the other of them the said Parties, and desire thereupon signified that the said Copartnership shall determine: The said Copartnership and joint Trade shall cease, determine and be dissolved: And that the like Accompt, Partition and Division shall be made between the said Parties to these Presents, their Executors and Administrators, of the said joint Stock and Proceed thereof, and shall do all other things concerning the said joint Trade, in such manner and form, to all intents and purposes in every respect, as they are to do at the end of the said three years. And that from and after the end and dissolution of the said Copartnership, in manner and form aforesaid, the said Term and Interest granted unto the said C. D. of and in Part of the said Dwelling-house and Shop, in manner aforesaid, shall likewise cease, determine and be void.

In Witness, &c.

Another

Another between two Brewers.

THIS Indenture made, &c. Between *Recital*
that they
are jointly
possessed of a
Brew house
&c.
 A. B. of the one part; and C. D. of the
 other part; whereas the said A. B. and C. D.
 do stand jointly interested and possessed of
 and in one Messuage or Tenement with the
 Appurtenances, and of and in one Brew-house,
 situate in, &c. (late in the Occupation of E. F.)
 for divers years yet induring, and also of and
 in one Copper and divers and sundry Brewing-
 Vessels, Goods, Implements and Household-stuff,
 by virtue of one Lease bearing Date, &c. made
 between the said E. F. on the one Part, and the
 said A. B. and C. D. on the other part: And
 whereupon the yearly Rent of, &c. is reserved
 to be paid; and likewise are posselt of, and in-
 teressed in a certain parcel of ground, Stables,
 Hay-lofts, and other Rooms now used with the
 said Brew-house, as part of and appertaining
 to the same, for certain years also yet induring
 by vertue of one other Lease to them made by
 the said E. F. bearing date, &c. under the year-
 ly Rent of, &c. as by the said two several
 Indentures of Lease. relation being thereunto
 had, more fully and at large it doth and may
 appear.

Now witnesseth, That the said Parties to these *Their joint-*
 presents, out of love and affection which they *ing in Co-*
 have unto each other, and confidence and trust *partnership.*
 in each other reposed, and to the end that the
 said Parties may, by Gods blessing, increase in
 Stock, and be the better inabled to maintain
 themselves and their said Families, Have con-
 cluded, condescended and agreed together, and
 by these presents, do conclude, condescend and
 agree to be Copartners and joint Dealers in the
 mistery or Trade of Brewing of Beer and Ale
 in the said Brew-house, immediately from and
 after

after the Day of the Date hereof, for and during the time and term of, &c. from thence next ensuing, and fully to be compleat and ended (if both the said parties shall and do so long live.)

Stock put in And to that intent and purpose, the said A. B. for his part and portion of the Stock to be employed in the said joint Trade, hath put in the Sum of Two hundred pounds of lawful Monneys of England, and likewise the said C. D. for his part and portion of the said Stock, hath put in the like Sum of Two hundred pounds of like lawful Money of England, to be likewise used and employed in the said Copartnership and joint Trade.

To have equal parts. It is now Covenanted, granted and agreed by and between the said Parties to these presents, And either of them for himself, his Executors, Administrators and Assigns respectively, doth covenant and grant to and with the other of them, his Executors, Administrators and Assigns by these presents, that they and either of them, their several Executors and Administrators, shall be alike interessed, and have, retain and assume to their own several uses, equal shares parts and portions, of, in and to the said several Stocks, by them severally put in, to be employed in this Copartnership, and of all and every such other Sum and Sums of Money, as thereunto shall hereafter be by them added or put, and of, in and to all the gains, profits and increase to come or grow thereof, or of any part thereof, or by any advantage arising by the said Partnership.

To be faithful in, and industrious for the advancement of the Trade And, for the sure and more effectual proceeding in the said Copartnership, to the best benefit and advantage of the said several Parties to these presents, either of the said Parties for himself, and for his several Executors and Administrators respectively, doth covenant, promise and grant to and with the other of them; his Executors and Administrators by these presents, in manner

manner and form following: That is to say, That each of them shall and will from time to time during the said Copartnership, be true and faithful to the other of them, in every thing, in, about and relating to the said Trade and mystery of Brewing, and all other things which shall any ways concern the said Copartnership; and shall do and perform his and their best endeavours from time to time, during the said Copartnership, to the best of their wit, knowledge, power and skill in Brewing of Ale and Beer, or either of them in the said Brew-house, and in uttering and selling of the same, and in all other things necessary and convenient to be put in ure, touching or concerning the said Copartnership and joint occupying, for the bringing in of gains, and as much as in them or either of them lieth, for the avoiding and preventing of loss.

And that all losses and damages which shall *Losses,* happen, or come in the said joint Trade *charges, &c.* management thereof, either by evil or bad Debtors, or other Casualties howsoever (so as it be *to be equally* born. not through the wilful negligence or deceit of either of the said Parties) and that all Subsidies, Taxes, and other Impositions to be charged and imposed upon the said Parties, or either of them, by reason of this Copartnership, and joint Trade or Stock, and all other charges for Rent of the said Brew house; and the said Messuage or Tenement, and other Houses and Grounds, which are and shall be used with the said Brew-house, and all charges of Reparations to be done by the Covenants in the said several Leases, or either of them contained, and all other necessary charges to be expended in House-keeping at the said Brew-house, and all payments and necessary Charges of Corn, Coals, Hops, Vessels, Utensils, Servants Wages, Candles, Drays, Horses and other necessary charges whatsoever, in and about the said Trade of Brewing, during this Copartnership,

M m

Copartnerships.

nership, shall be equally and indifferently sustained, born, paid and discharged by and between the said Parties, out of their several parts of the Gains or Stock, part and part, like as Copartners.

*None to
take out of
the Stock
and Gains,
without the
others con-
sent.*

And also, it is mutually agreed by and between the said Parties to these presents, that neither of them shall at any time or times, during the said Copartnerhip, withdraw, or take out or from the said principal Stock, or the gains thereof, any Sum or Sums of Money, other than for the necessary uses aforesaid, without the mutual consent and agreement of the other of them first had and obtained : and such of them as by such consent as aforesaid, shall at any time take out of the same, shall immediately enter into a Book for that purpose to be kept, the quantity so taken out, to the end that the other of the said Parties may thereby take notice thereof.

*Books of
Accompt to
be kept.*

And it is further Covenanted, granted, concluded and fully agreed, by and between the said Parties to these presents, that they and either of them, shall as near as they may, from time to time, keep, or cause to be kept, true, just, and perfect Books of Accompt and Reckoning in Writing to the uttermost of their several knowledge, of all the payments, Receipts and Debts, to or from them due or owing, and of all Gains, Losses and other things touching their joint Trade and dealing in this present Copartnerhip ; which Books shall be extant from time to time, and at all times convenient, for the said Parties, or their Assigns, to peruse and examine.

*To Accompt
once a
quarter.*

And, That once every quarter of a year at the least, during the said Copartnerhip : That is to say, At the Feasts of, &c. or within twenty Days next after every of the said Feasts (or sooner if need shall be) upon request made by one of the said Parties unto the other of them, they the said Parties shall join in reckoning together,
and

and make and deliver either of them to the other of them, to the best of their several knowledge, true perfect and plain Accompt or Accompts, in Writing, of, for, and concerning the said principal Stock, and all other things in Partnership between them, and of the Gains and Losses thereof, or thereby arising; and of all Debts to them due or owing, and by and from them to be due and owing to any Person or Persons, and of all the Receipts, Payments, Dealings and Doings, in or concerning the said Brew-house, or otherwise touching or concerning this their joint Trade or Dealings, without any voluntary concealment, withdrawing or unjust detaining of any part of the said principal Stock, or of any gain profit or Commodity, which should or ought in any wise come to the equal share of the said Parties to these presents, by the true intent and meaning of these presents.

And moreover, it is agreed between the said Parties, that whatsoever Sum or Sums of Money, *How Money found in it or upon the foot of any Account or Accounts, ther of their hands, &c.* concerning this Copartnership, shall be found to be remaining in the Hands of any Clerk or *shall be disposed of.* Clerks, or in the Hands of any of the said Copartners, or of their Assignee or Assigns, not expended about the business of the said joint Trade and Copartnership, and before not accounted for by the said Copartners, the same shall be forthwith, from time to time, equally and indifferently divided between the said Copartners, part and part like: or run and be continued in Stock, as the said Parties can best agree concerning the same.

And it is Covenanted, granted and fully agreed, *No advantage by and between the said Parties to these presents, for them, their Executors and Administrators respectively, that if it shall fortune that either of the said Parties shall die or Decease, during the time of this Copartnership, before*

Copartnerships.

any separation or division shall be made between them the said Stock, and common Dealings (the other of them Surviving) that in such case no advantage by the Survivor of the said Parties, in right, or in respect of his Survivorship, shall hold, or take place, or be by him or them challenged, taken or demanded, but that such part and portion of, in, and to the said principal Stock, and the gains and increase thereof, and also of the aforesaid Messuages or Tenements, which is, or shall be due or belonging to such of the said Parties so Deceased, at the time of his Death shall come and be paid to the Executors, Administrators or Assigns of the said Deceased Copartner, in such like, and in so large, ample and beneficial manner, as the same should or ought to have grown due, to be paid or satisfied unto the said Deceased Copartner himself, if he had been living at the surcease or determination of this Copartnership.

Division to be made at the end of the Copartnership.

And moreover it is covenanted and agreed, by and between the said Parties to these presents, and either of the said Parties for himself, his Executors and Administrators respectively covenanteth and granteth, to and with the other of them, his Executors and Administrators by these presents: That within the space of six Months next after the end, or giving over of this Copartnership, be it upon the expiration of the said Term of six Years, or by the Decease of either of the said Parties, or otherwise howsoever, the said Parties if they be living, or if either of them shall happen to be Deceased, then the Survivor of them, and the Executors or Administrators of the Deceased Copartner, shall consent and agree together, and shall upon reasonable request to be made by the one to the other of them, make choice and election of four indifferent Men, whereof two shall be chosen by the said A. B. his Executors or Administrators, and

Four men to appraise the Goods.

and the other two by the said C. D. his Executors or Administrators, to make and set down an indifferent Appraisment and Valuation of all and singular the Goods, Implements and Chattels, which then shall be and remain in Partnership between them (if otherwise between themselves they cannot agree therein) the Goods, Coppers, Brewing Vessels, Implements and Household stuff, which are expressed in the Schedule or Inventory annexed to the said Indenture of Lease only excepted : and that upon and after Appraisment thereof, the said Copartners, or the Surviving Copartner and Executors or Administrators of the Deceased Copartner (if either of them shall happen to die) shall make and cast Lots between them, to take or refuse the said Goods so to be Appraised, as the same shall be valued : And that he or they of them, to whose Lot the said Goods shall happen to fall, his or their Executors or Administrators, shall accept, receive and take the same : And also shall within six Months then next following, satisfy and pay, or cause to be satisfied and paid, unto the other of them the said Copartners, his Executors or Administrators, the Moiety or half Part of all such Money, as the said Goods shall be valued and Appraised at : at or within the Brew house before mentioned, without any fraud or covin. And shall also then make equal division between them of the Money then belonging to the said Copartnership, and also of the Debts then owing to the said Copartners, for or in respect of the said partable Stock or Trade : and of all and singular other the things, now intended or expressed by these pre-fets to be partable and divided between the said Parties to these presents in respect of the said Copartnership : or otherwise thereof to deal and dispose as then they shall find to be most behoveful for them.

*Lots cast
which of
them shall
have the
Goods, and
pay a Moiety
to the other.
Division of
Debts.*

*Another
way of ac-
count and
division.*

And further, That within convenient time after the giving over, ending or determination of this Copartnership, intended by these presents: The said Parties or the Survivor of them, his Executors and Administrators shall and will upon reasonable request therefore to be made, the one of them to the other of them [if they be both living] or if either of them shall be Deceased, then to the Executors and Administrators of the said Party Deceased, a true plain and perfect Account in Writing of the said whole Stock, Gains, Debts, Credits, and all other things which shall be then in Copartnership between them, or belonging to the said partable Stock and Trade, and within six Months after the end, determination or expiration of the said Copartnership (be it howsoever) shall make an equal and indifferent separation and division of all the said partable Stock, Gains, Debts, and other the said Premises, intended or exprest to be in Copartnership: and assign, allot and allow, or cause to be assigned, allotted and allowed, one of them to the other of them the said Parties, or if either of them be Deceased, then to the Executors, Administrators or Assigns of the Deceased Copartner, the Moiety of the aforefaid Messuages or Tenements: and so much of the said whole part and portion of the said Stock and Gains, and of all and singular other the premises which are exprest or meant to be in Copartnership, as to any of the said Parties shall be due and appertaining, or of right belonging for his part, property and portion, of, and in the same, according to the true intent and meahing of these presents (first deducting and defaulting so much as shall and may satisfie all the Debts, which they the said Parties, or any of them shall owe, or be indebted for, or in respect of the said partable trade or dealing.)

And

And that the Survivor of the said Parties, his *Survivor to* Executors and Administrators, shall do his and *gather in* their best endeavour to collect and gather in all *Debts.* the Debts, which were or shall be owing to the said Copartners, or any of them in respect of the said partable Stock or Trade; and after defalcation made of so much either in Goods, Stock, Money, or otherwise, as shall suffice to satisfy and pay the Debts which shall be then truly owing by them or either of them, in respect of the said partable Stock, Trade or Dealing, shall as the said Debts, or any part thereof shall be had or received, make payment of one half part thereof (necessary Charges in suing for, and getting in of the same, being first deducted and allowed) to the Executors, Administrators or Assigns of such of the said Parties as shall first happen to Decease.

And, That the said Survivor, his Executors *To assign to* and Administrators, if it be requested of him *Executors* or them, for all the residue of Debts and things *of Party dy-* whatsoever, which are or shall be owing or be- *ing part of* longing to them or any of them, according to *the Debts,* the true meaning of these presents, in respect of *&c.* the said intended Copartnership, whereof the Executors, Administrators or Assigns of the said Copartner first Deceased, as is aforesaid, shall not have had and received, his and their part, shall and will make and deliver to the Executors, Administrators or Assigns of the first Deceased Copartner, at his and their own proper Cost and Charges, such Assignment, Conveyance and Assurance of such part thereof, as to the Executors or Administrators of such Copartner so first Deceasing, in truth ought to belong, as by the Executors, Administrators or Assigns of the said first Deceased Partner, or the learned Counsel in the Law, of them or any of them, shall be reasonably devised or advised.

*All things
transacted
to be in both
their Names* And moreover, it is Covenanted, granted and agreed, by and between the said Parties to these presents, That all such Malt, Hops, Coals, Beer, and other thing and things whatsoever, which at any time or times hereafter shall be bought or sold, used or imployed, in or about the said joint Trade, or Occupying, shall be had and done by the joint consent of the said Parties (if the same conveniently may be done) and not otherwise. And that all and every person and persons, that shall hereafter become Debtor or Debtors, to or for the said principal Stocks, or any part thereof, or for any Beer or other things that shall arise, come, grow or increase thereby, or be sold out of, or for the same, or the proceed thereof, shall be made Debtors to both the said Parties for the same, according to the true intent and meaning of these presents: And that all Bonds, Bills, Assurances and Securities, that shall be made or taken for any Beer, or other Debts; or for or concerning the true or good service of any Clerk or Clerks, or other Servant or Servants, which shall be put in trust to serve in the affairs of the said Brew-house, or joint Trade, shall be made and taken to both the said Parties, and in both their Names, and shall be delivered and safely kept to both their uses: And, that neither of the said Parties, without the consent of the other of them, his Executors or Administrators, shall make, seal or deliver any Acquittance or Acquittances, Release or Releases, Discharge or Discharges whatsoever, to any Person or Persons, their Executors or Administrators (which is, or shall be Debtor or Debtors) for the said Stock, or any part or parcel thereof, or for any Money thereunto to be added or put to the increase thereof, or that thereupon, or by means thereof shall arise, come or grow, of, for, or concerning any Bond or Assurance, as aforesaid, to be taken in the Names of the said Parties for the said Partable use, or for any thing
apper

*Acquit-
tances.*

appertaining, or which shall appertain to the said Copartnership, whereby to defeat or defraud the other Copartner, his Executors or Administrators, of his or their just part, or of any part thereof, or for any lesser or smaller Sum or Sums of Money, than the Person or Persons so indebted shall truly owe, or stand charged to pay (reasonable Compositions and Abatements, of and for Debts, due and to be due, owing and appertaining to the said Parties, in respect of their said joint Trade, for leaking, or return of musty Beer, or naughty Beer, and such like, to be made without fraud or covin, and no further disadvantage or profit of the one Copartner than the other, his Executors or Administrators only excepted) But that either of them the said Parties shall do his best endeavour for the Recovery and getting in of the same, and after the same so recovered, shall deliver the moiety thereof (all reasonable costs and charges deducted, according to the true intent and meaning of these presents) to the other of them, his Executors or Administrators.

And forasmuch as the said Parties to these presents, are minded and intended to be Brewers, and the knowledge of all matters concerning the said Trade and Mistry, is best understood by Men of the same Trade, they the said Parties do Covenant, conclude and agree, for them, their Executors and Administrators by these presents respectively, that if at any time or times hereafter, any controversie or debate shall happen to arise or grow between them the said Parties, for or touching the Premises, or any part thereof, or any thing herein contained or specified, that then and so often the said Parties, their Executors and Administrators, and every of them, shall shew the cause of such controversie (before any Suit at Law shall be commenced touching the same) unto four honest and discreet Men of the same Trade or Mistry, whom

Determination of Controversies.

whom they shall nominate, appoint and make choice of, to hear and determine such variances, doubts and controversies as shall happen to arise between them: And shall stand to, abide, perform and keep all and every such award, order, final end and judgment, as in that behalf shall be set down by the said four Men, so to be nominated, chosen and appointed between them, to have the hearing and determination of such controversies, so as they do order, judge and give up their award thereupon in Writing unto the said Parties subject thereunto, within forty days next after such reference, as aforesaid, made unto them.

In Witness, &c.

Another form of Copartnership between a Pewterer and another person, who puts in the Stock, and the Pewteter manageth the Trade.

The Stock put in by one; and how to be employed.

THIS Indenture made, &c. Between A. B. of the one part, and C. D. of &c. Pewterer, of the other part: Witnesseth, That whereas the said A. B. for and in respect of the love and good affection which he beareth unto the said C. D. and for his better preferment and advantage in his Trade and profession, before the ensealing and delivery hereof, hath disbursed and delivered unto the said C. D. the Sum of Three hundred pounds of lawful Moneys of England, to be used, laid out and imployed by the said C. D. in the said Art, Trade or Profession of a Pewterer, in buying of Pewter, and other things needful to be used in and about the said Art or Trade, and in buying, casting, soldering, vending and selling

ling of all such Wares, Goods and Merchandizes (incident to the said Art, Trade or Profession of a Pewterer) as by the said A. B. and C. D. shall be thought meet and convenient in a Shop for that purpose, to be made ready at the cost and charges of the said C. D. in or about the now Messuage, Tenement or Yard of the said C. D. situate and being in, &c. from the day of the Date of these presents, unto the full end and term of Ten years from thence next ensuing, and fully to be compleat and ended, if the said C. D. do and shall so long live.

In consideration whereof, the said C. D. for himself, his Executors and Administrators, doth Covenant, grant and agree, to and with the said A. B. his Executors, Administrators and Assigns, and to and with every of them by these presents, in manner and form following: That is to say, That he the said C. D. shall and will at all times hereafter, and from time to time during the said term of ten years (if the said C. D. shall so long live) diligently and carefully imploy himself, and do his best endeavour, to the uttermost of, his power and skill, in and about the buying, selling, casting, soldering and finishing of all such Works, Wares, Goods and Merchandizes, as are incident or belonging to the Art, Trade and Profession aforesaid, and in doing, executing and performing of every other thing which shall be necessary to be done and put in ure, in, about or concerning the said Art, Trade or Profession of a Pewterer, for the raising of Gain, and as much as in him lies, for preventing Loss.

*To do his
endeavour
to advance
the Trade.*

And, that all such gains, profit and increase, as shall come, grow, arise, or be had gotten or received by the said C. D. his Servants or Assigns, by reason or means of using or exercising the said Trade or Profession of a Pewterer, or by buying, selling, casting or soldering of Pewter, new or old, or any other Wares, Goods and Merchandizes

*Gains and
increase di-
vided.*

Copartnerships.

chandizes belonging to the Art, Trade and Profession aforesaid, shall be equally shared, parted and divided in halves between the said parties, their Executors and Assigns, in such manner and form following, as is hereafter mentioned: That is to say, The said *A. B.* his Executors, Administrators or Assigns, shall have and receive the one moiety or half part thereof; and the said *C. D.* his Executors, Administrators or Assigns, shall have and receive the other Moiety or half part thereof.

Neither to take from the Stock without the others consent. And, for the better and more effectual proceeding in the said affairs and Trade before specified, to the mutual benefit and advantage of the said Parties to these presents, their several Executors, Administrators and Assigns, either of the said Parties for himself, and for his several Executors and Administrators respectively, doth covenant, promise and grant to and with the other of them, his Executors and Administrators by these presents, in manner and form following: That is to say, That they, nor either of them, shall not at any time or times, during the term of years before specified, withdraw, or take any Sum or Sums of Money, or any Goods or Merchandizes whatsoever, out of, or from the said Stock of, &c. above-mentioned, or out of, or from any Sum or Sums of Money, which shall be thereunto hereafter added or put, without the consent and agreement of the other of them, his Executors, Administrators or Assigns first thereunto had and obtained, and that such of them, as by such consent as is aforesaid, shall at any time or times take any thing out of, or from the said Stock, or other Sum or Sums of Money thereunto to be added or put, or the proceed thereof, shall immediately enter into a Book for that purpose to be kept, the Sum or quantity by him or them so taken out, and the Day and Year when they took the same, to the end that the other of them the said Parties, his Execu-

Executors, Administrators or Assigns, may take notice thereof.

And also, That all such Sum and Sums of Money as shall be from time to time hereafter, during the said term or space of ten years, be laid out or Disbursed by the said *A. B.* and *C. D.* or either of them, in, about or concerning the buying and providing of Coals, or any other firing, to be spent only in and about the Trade and Profession aforesaid, and that all such charges and expences, as shall be expended or laid forth, in and about the keeping and maintaining of any Servant or Servants, Horse and Horses to be employed only about the Art, Trade or Profession aforesaid, for the equal benefit and advantage of the said Parties to these presents, shall be equally paid, laid out and disbursed, by and between the said *A. B.* and *C. D.* their Executors, Administrators and Assigns, part and part alike : And, that losses and damages which shall happen to come or grow, either by evil or bad Debtors, or by any other casualty whatsoever (so as it be not through the wilful negligence or deceit of either of the said Parties, their Executors, Administrators or Assigns) and all Taxations, Impositions, and other Duties, to be charged and imposed upon the said Parties, or either of them, or either of their Executors or Assigns, by reason or means of this their joint trade or dealing, shall be equally and indifferently born, paid and discharged, by and between the said *A. B.* and *C. D.* their Executors, Administrators and Assigns, out of their several parts of the gains and profits, hereafter from time to time to be gotten, by means of using the Art, Trade or Profession aforesaid, part and part alike.

And also, That they the said *A. B.* and *C. D.* To keep true and either of them for himself, his Executors Administrators and Assigns respectively, doth Covenant, grant and agree, to and with the other of them, his Executors, Administrators and Assigns

signs by these presents, in manner and form following: That is to say, That they and either of them, shall and will, so near as they may or can, from time to time, during the term of years before mentioned, keep, or cause to be kept, just and perfect Books of Accompt and Reckoning, in Writing, to the uttermost of their several knowledge, of all the Payments, Receipts and Debts, to or from them due or owing, and of the Gains, Losses, and all other things touching or concerning this their joint Trade or Dealings; which Books shall be extant from time to time, and at all convenient times, for the Parties aforesaid, or their Assigns, to peruse and examine at their and either of their free Wills and pleasures: And that once in every Quarter of a year (upon request to be made by one of the said Parties to the other of them) during the said term: That is to say, at the Feasts of, &c. or oftner if need shall be, they the said Parties shall join in Reckoning and Accompt together, and make and deliver up either of them to the other of them, to the best of their several knowledge, true, plain and perfect Accompt or Accomps in Writing, and concerning the said Sum or Stock of, &c. and all such other Sum and Sums of Money, as shall be thereunto hereafter added or put, and of all other things in joint Trade and Dealing between them, and of all Gains and Losses arising thereby, and all Debts to them due or owing, or by or from them due or owing; and of all Receipts, Payments, doings or dealings, in, or concerning their said joint Trade or Dealing, without any voluntary concealment, withdrawing, or unjust detaining of any of the said principal Stock, or of any other Sum or Sums of Money thereunto to be put, or of any Gains, profit or Commodity, which should, or in any wise ought, to arise or come to the equal use of the said Parties, by the true intent and meaning of these presents.

*Free access
to them.*

*Once every
quarter to
account to-
gether.*

And

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equ
ecu
say,
tors
moi
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and
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shall
ties
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tors
like
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or be
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Copa

And, That upon every such Accompt and *The clear* Accompts, so from time to time, in form afore- *Gains to be* said, to be made and passed, all the clear gains, *divided up-* profit and increase which shall be found upon *on the Ac-* the foot of any such Accompt or Accompts, shall *compt.* be immediately shared, parted and divided in equal halves between the said Parties, their Executors, Administrators and Assigns: That is to say, The said A. B. his Executors, Administrators or Assigns, shall have and receive the one moiety, or half part thereof, and the said C. D. his Executors, Administrators or Assigns, shall have and receive the other moiety or half part thereof.

And it is further covenanted and agreed, by and between the said A. B. and C. D. And *No advan-* either of them doth severally and respectively *tage by Sur-* covenant, grant and agree, for himself, his Executors, Administrators and Assigns, to and with the other of them, his Executors, Administrators and Assigns by these presents, That if it shall fortune either of the said Parties to die, or depart this life, during the term of years above-specified, before any separation or division shall be made between them, of their said joint dealings (the other of them Surviving) that in such case no advantage by the Survivor of the said Parties, his Executors or Administrators, in right or in respect of his Survivorship shall hold or take place, or be by him or them taken, challenged or demanded, but that such part and portion of, in, and to the said principal Stock, and the gains and increase thereof, which is, or shall be due or belonging to such of the said Parties so deceasing, at the time of his death, shall come and be paid to the Executors, Administrators or Assigns of the said Deceased Party, in such like and so large, ample and beneficial manner and form, as the same ought to have grown due, or been paid or satisfied, unto the said Deceased Party himself, if he had been living, at the time of the surceasing or determination of the said Copartnerhip. And

*To be faith-
ful.*

And the said C. D. for himself, his Executors and Administrators, doth covenant and grant to and with the said A. B. his his Executors, Administrators and Assigns by these presents, in manner and form following: That is to say, That he the said C. D. shall and will at all times hereafter, during the term of years before specified, or continuance of this Copartnership, deal uprightly, truly and faithfully with the said A. B. his Executors, Administrators or Assigns in all respects, touching and concerning the using and exercising of the Art, Trade or Profession aforesaid.

*Not to take
up, or lend
upon Credit
without the
others con-
sent.*

And further, that he the said C. D. shall not at any time or times hereafter, during the term of years before specified, or continuance of this Copartnership, take up upon Credit, or for Time any Goods, Wares or Merchandizes to be used or employed in, or about the said Art, Trade, or Profession of a Pewterer, without the consent and agreement of the said A. B. his Executors, Administrators and Assigns, first had and obtained in that behalf: Neither that he the said C. D. or his Assigns, shall at any time or times hereafter, during the term of years aforesaid, or continuance of this Copartnership, lend or credit out to any Person or Persons whatsoever, any Wares, Goods or Merchandizes, which shall belong or be incident to the said Art, Trade or Profession of a Pewterer, and shall be belonging to their said joint dealings, without the like consent and agreement of the said A. B. his Executors, Administrators and Assigns first had and obtained in that behalf.

*The final
Accompt.*

And furthermore, That he the said C. D. his Executors, Administrators or Assigns, shall and will, at the end and expiration of the said term of ten years, or other sooner determination of this Copartnership, not only make or cause to be made unto the said A. B. his Executors, Administrators or Assigns, a true, just, perfect and
general

general Accompt and Reckoning in Writing, of his whole Dealing, buying and selling, whilst he shall have the use of the said Sum or Stock of Three hundred pounds, or of any other Sum or Sums of Money thereunto, by the said *A. B.* to be added or put; and also of all gains, profit and increase that shall come and arise, by reason of using and exercising the said Art, Trade and Profession of a Pewterer, and not before Accompted for and satisfied: But also upon the same *Deliver a* Accompt making, shall and will well and truly *Tools and* deliver, or cause to be delivered unto the said *Stock, and* *A. B.* his Executors, Administrators or Assigns, *half the* all such Moulds and Tools, as shall be then be- *gains.* longing to their said joint Trade: And shall and will then also truly pay, or cause to be paid, unto the said *A. B.* his Executors, Administrators or Assigns, the said Sum or Stock of Three hundred pounds, and all such other Sums of Money, as shall be thereunto added or put by the said *A. B.* his Executors or Administrators, and the moiety, or one half of all the gains, profit and increase that shall be so risen or grown by using the said Art, Trade or Profession of a Pewterer; and which shall not before that time have been Accounted for, and satisfied for, as aforesaid.

And moreover; that he the said *C. D.* shall and *To instruct* will at all times hereafter, and from time to time, *the other in* during the continuance of the said Copartner- *the Trade.* ship, at and upon the reasonable request of the said *A. B.* after the best manner that he can or may, to the uttermost of his knowledge and skill, teach and instruct the said *A. B.* perfectly to do and execute every thing, which in any wise belongeth to the said Art, Trade or Profession of a Pewterer.

Provided always, and it is covenanted, granted *To give o-* and mutually agreed upon, by and between the *ver the Co-* said Parties to these presents. And the said *C. D.* *partnership* for himself, his Executors and Administrators, *upon warn-* do covenant, grant and agree, to and with the *ing.*

N n

said

*Covenants
to be void.*

To accompt.

*To pay the
stock, and
half the
profits.*

said *A. B.* his Executors and Administrators by these presents, That if it shall happen at any time hereafter, during the said term of ten years, that the said *A. B.* shall grow in dislike, or shall be minded to give over and discontinue his joint trading and dealing with the said *C. D.* And that the said *A. B.* do or shall give one half years warning, of such his determination and purpose, unto the said *C. D.* in the presence of two or three Witnesses at the least: That then and from thenceforth, all the Covenants, Grants and Agreements herein contained, on the part and behalf of the said *A. B.* his Executors and Administrators, to be performed and kept, shall cease, determine and be utterly void, to all intents, constructions and purposes in the Law whatsoever. And that then also, he the said *C. D.* shall and will, at the end of the said six Months, so limited, to be given for warning as aforesaid, make and give up unto the said *A. B.* his Executors and Administrators, such a true, just, perfect and general Accompt, as is above-mentioned; and also, upon and after the said Accompt made, shall and will well and truly deliver, or cause to be delivered unto the said *A. B.* his Executors, Administrators or Assigns, all such Moulds, and other Tools, as shall be then belonging to their said joint Trade and Dealing, and shall and will then also truly pay, or cause to be paid unto the said *A. B.* his Executors or Administrators, the said Sum or Stock of three hundred pounds, and all such other Sums as shall be thereunto hereafter added or put, by the said *A. B.* his Executors, Administrators or Assigns, and the moiety or one half of all the gains, profit and increase that shall be so arisen or grown, by reason of using the said Art, Trade or Profession of a Pewterer; and which shall not before that time have been Accompted for and satisfied as aforesaid.

In Witness, &c.

Several

Several forms of Instruments used between Merchants and Traders; at, and after the dissolution of Copartnership.

An Indenture containing several Covenants upon the separation of Copartnership.

THIS Indenture made, &c. Between A.B. of the one part and C. D. of the other part: *Recital of former Copartnership and Debts arising thereby.* Whereas the said Parties to these presents have been of late Copartners together in the Trade of, &c. which they used, and by reason of the same joint Trade and Dealing, divers Debts have been incur'd and made, and are yet still due and owing upon the sale of Goods and Wares; and also the said Parties are, and stand ingaged and indebted at present unto divers of their Creditors, in divers and sundry Sums of Money.

And whereas also, the said Parties, upon divers good considerations, them thereunto moving, *Recital of the separation.* have concluded and agreed to sepearate themselves from the said Copartnership, and joint Trade and Dealing together, and he the said A.B. is contented and pleased, for the consideration herein after mentioned, to assign and set over unto the said C. D. all the Debts which are yet un-answered and un-paid, due and owing unto them, and likewise the said C. D. hath undertaken to discharge and pay all the Debts, Sum and Sums of Money, which they the said Parties,

or either of them, do owe at this present, upon and in respect of their said joint Trade to their said Creditors.

Assignment by one to the other of Debts. Now Witnesseth these presents, That the said *A. B.* doth, for the consideration hereafter in these presents expressed, by these presents, as much as in him lieth, grant, assign and set over unto the said *C. D.* his Executors, Administrators and Assigns, all and singular such Debts and Sums of Money as are owing to them jointly, or either of them severally, for or concerning their Trade or Copartnership aforesaid, and also all his right, title, interest, property and benefit, of in and to the same Debts, and every of them, and also all and singular Bills, Bonds, Specialties, Leases and Books, for and concerning the said Debts, and the late Copartnership between them: All which Debts are mentioned and expressed in a certain Schedule, interchangeably subscribed with the Hands of the said *A. B.* and *C. D.* as by the said Schedule more at large appeareth. To have, hold and enjoy all and every the said Debts, Books and Specialties unto the said *C. D.* his Executors, Administrators and Assigns, to his and their own proper use and benefit, without any manner of account or reckoning, to be thereof yielded, made or given unto the said *A. B.* his Executors, Administrators or Assigns, or any of them.

Power given to get in the Debts assigned. And the said *A. B.* doth by these presents give and grant to the said *C. D.* his Executors, Administrators and Assigns, full power and authority in the name of the said *A. B.* to ask, levy, recover and receive, by all such lawful ways and means, as shall be thought requisite by the said *C. D.* his Executors, Administrators and Assigns, all and singular the said Debts and Sums of Money, expressed in the said Schedule, for and to the only use and behoof of the said *C. D.* his Executors, Administrators and Assigns, without any account to be made, yielded, had or given for

for the same: And that he the said *A. B.* his Executors, Administrators and Assigns, shall and will at all times hereafter, quietly permit and suffer the said *C. D.* his Executors, Administrators and Assigns, in his, their, or any of their Name or Names, to sue for, recover, take, and enjoy to his and their own use, without any Account to be rendred, all the aforesaid Debts and Sums of Money, and every of them, and every part thereof in the said Schedule mentioned, by all such lawful ways and means as to him or them shall be thought meet, without any let, trouble, interruption, acquittance, release or discharge, of, or by the said *A. B.* his Executors, Administrators or Assigns, or by his or their means, assent, default or procurement.

And further, That if the said *A. B.* or his Assigns, or any person or persons, by force or *to make satisfaction* virtue of any power or authority derived from *for Debts* him or them, have at any time formerly, or since *d discovered* the — day of, &c. received, released or dis- *to be released, &c.* charged any of the said Debts or Sums of Money expressed in the said Schedule, or otherwise alienated them, other than such Releases and Discharges as have been by the consent of the said *C. D.* that then upon notice given by the said *C. D.* his Executors, Administrators or Assigns, to the said *A. B.* his Executors or Administrators, he the said *A. B.* his Executors or Administrators, shall within thirty days next after such notice and lawful warning given to the said *A. B.* his Executors or Administrators, satisfy and recompence the said *C. D.* his Executors, Administrators or Assigns, of, and for the same, without fraud or covin.

And, that he the said *A. B.* his Executors or *Not to him-* Administrators shall not at any time or times *der recovery* hereafter, willingly do or suffer any act or thing *ry of the* whereby to let or hinder the said *C. D.* his Ex- *Debts assign-* cutors, Administrators or Assigns, of, or in the *ned.* recovery, getting in or obtaining the said Debts,

Copartnerships.

or any of them, without the consent of the said C. D. his Executors, Administrators or Assigns, first had and obtained in Writing.

To make further Letters of Attorney. And moreover, That the said A. B. his Executors and Administrators, shall and will, upon reasonable request to him or them made by the said C. D. his Executors, Administrators or Assigns, make seal and deliver to him, or them, such other sufficient Letter and Letters of Attorney, for the Recovery and getting in of the said Debt and Debts, and Sum and Sums of Money, as by the said C. D. his Executors, Administrators or Assigns, or his or their Counsel Learned in the Law, shall be reasonably advised, devised or required: which said Letter and Letters of Attorney, and advice touching the same, is to be at the proper charges of the said C. D. his Executors, Administrators or Assigns.

To procure releases from the Creditors. In consideration whereof, the said C. D. for him, his Executors and Administrators, doth Covenant, promise and grant to and with the said A. B. his Executors and Administrators, in manner and form following: That is to say, That he the said C. D. his Executors and Administrators, shall and will at or before the — day of, &c. procure and obtain unto and for the said A. B. his Executors and Administrators sufficient general Releases, and other discharges in the Law, to all those their Creditors whose Names are Written in the said Schedule hereunto annexed.

To save harmless against Debts &c. And also, That he the said C. D. his Executors and Administrators, shall and will at all times for ever hereafter, save and keep harmless and indemnified the said A. B. his Executors and Administrators, against all and every person and persons whatsoever, which they the said Parties to these presents, or either of them, are indebted unto, touching or concerning their said Copartnership; and of and from all such Actions, Suits, Costs, Damages, Charges, Troubles,

bles, Judgments, Executions and Demands whatsoever, as shall from time to time hereafter arise, or be had or procured against the said *A. B.* his Heirs, Executors or Administrators, or any of his or their Lands, Tenements, Hereditaments, Goods or Chattels, or any of them, or any part thereof, by any manner of person or persons whatsoever, touching their said Copartnership, for or concerning any Debt or Debts, by them, or any of them owing, or for or upon any Bill, Bond, Specialty, Promise, Contract or Reckoning touching the same, or any of them: and also of and from all such Costs and charges, losses and damages, as shall be awarded or judged against the said *A. B.* his Heirs, Executors or Administrators, for or upon any Suit or Non-suit, which hereafter shall happen to come or arise, for or concerning the said Debts or any of them, or any part thereof.

In Witness, &c.

Another form, where one assigns his part to the other.

THIS Indenture made, &c. Between *A. B.* on the one part, and *C. D.* on the other part. Whereas the said *A. B.* and *C. D.* by their Indenture of Copartnership, bearing date, &c. for the consideration in the said Indenture specified, did condescend, conclude and agree, to become and continue joint dealers and Copartners together, in the Art and Mystery of, &c. in buying, selling and uttering of, &c. and all other Wares, Commodities and Merchandizes, belonging or commonly used to and with the said Trade, for the term of, &c. from the Feast Day of, &c. if the said *A. B.* and *C. D.* should so long live,

*Recital of
the Copart-
nership.*

Copartnerships.

live, and unless they the said *A. B.* and *C. D.* should otherwise agree together, as by the said Indenture of Copartnership, relation being thereunto had, more fully and at large it doth and may appear.

The dissolution of it.

And, whereas the said *A. B.* and *C. D.* by their mutual consent, free will and agreement, and for very good causes and considerations, them thereunto moving, have thought fit to dissolve and break off the said Copartnership, and from henceforth to become no Copartners together.

The one assigns his part to the other.

Now this Indenture witnesseth, That it is Convenanted, concluded and fully agreed, by and between the said Parties, for and concerning the Premises in manner and form following: And the said *A. B.* for and in consideration of a certain Sum of Money, to him in hand paid at the ensealing and delivery of these presents by the said *C. D.* the Receipt whereof he the said *A. B.* doth hereby acknowledge, Hath granted, assigned, set-over, remised and released, and by these presents doth grant, assign, set-over, remise and release unto the said *C. D.* his Executors and Administrators, all and every such part, portion and share, as he the said *A. B.* hath, may, might or ought to have, of, in and to all and singular the Goods, Chattels, Household-stuff, Wares, Merchandizes, Debts, Books, Obligations, Specialties, Bills Obligatory, Sum and Sums of Money, and other things whatsoever incident or belonging to the said late Copartnership or joint Dealing, in any manner of wise. And also all his Estate, Interest, Right and Demand therein, or in or to any part thereof together, with all such benefit and commodity, as he the said *A. B.* might, or ought to have had taken or received, upon, for or by reason of the said Bills, Bonds, Books, Obligations or Specialties, belonging or relating to the said Copartnership.

And

And the said *A. B.* doth by these presents, for himself, his Executors and Administrators, Co-tenant and agree to and with the said *C. D.* his Executors, Administrators and Assigns, That it shall and may be lawful to and for the said *C. D.* his Executors, Administrators and Assigns, to have, keep, receive and enjoy, to his and their own use, as well all and every the Goods, Chattels, Household-stuff, Wares and Merchandizes, belonging to the said late Copartnership, as also all and every such Debts, Duties, Sum and Sums of Money, as shall be had, received, obtained or gotten by virtue of the said Books, Bills, Bonds, Obligations or Specialties, or any of them, or any Suit, Judgment, Process or Execution thereupon to be commenced, pursued, had or taken, without the let, trouble or contradiction of the said *A. B.* his Executors, Administrators or Assigns, and without any account thereof, or of any part thereof, to be rendred or yielded to the said *A. B.* his Executors, Administrators and Assigns, or any of them.

And further, that he the said A. B. hath not received heretofore, any Sum or Sums of Money belonging to the said late Copartnership, other than such as are already allowed upon account, nor hath received, release, discharge or made frustrate, all, or any of the said Debts, Duties, Sum or Sums of Money, Bonds, Specialties or Demands, due or to be due by virtue of the said Bills, Books, Specialties, Obligations or Agreements, or any of them (other than such as are allowed upon account as aforesaid) without the consent or agreement of the said C. D. his Executors, Administrators or Assigns, first had and obtained in Writing under his or their Hands.

Not

Not to discharge, &c. Nor shall voluntarily or willingly discontinue, disavow, suffer to be non-suited, or make any *any Action.* Retrait, or otherwise discharge, hinder or delay any Action, Suit or Plaint whatsoever, which he the said C. D. now hath, or shall at any time commence, prosecute or pursue in the Name of the said A. B. or in the Names of the said A. B. and C. D. for the recovery or obtaining of the Debts, Duties, Sum or Sums of Money, or Demands, or any of them, belonging to the said joint Trade or Dealing.

To justify Actions brought. But that he the said A. B. his Executors, Administrators and Assigns, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the Costs of the said C. D. his Executors, Administrators and Assigns, justifie, maintain, avow and allow all and every such Actions, Suits, Plaints and Arrests, as he the said C. D. his Executors, Administrators or Assigns, shall commence, sue or prosecute, or cause to be commenced, sued or prosecuted for the recovery, levying, obtaining or getting in of all or any the Debts, and Sum and Sums of Money belonging to the said late Copartnership; ratifying and confirming all and every lawful acts, matters and things whatsoever, which he the said C. D. his Executors, Administrators or Assigns shall commence or prosecute, for the recovery, getting in and obtaining of the said Debts, Duties, Sum and Sums of Money, or any of them.

To save harmless, &c. And the said C. D. for himself, his Executors and Administrators, doth Covenant and grant to and with the said A. B. his Executors and Administrators by these presents, That he the said C. D. his Executors and Administrators, shall and will from time to time, and at all times hereafter, well and sufficiently acquit and discharge, and save harmless and indemnified the said A. B. his, &c. of and from all and all manner of

of Troubles, Damages, Arrests, Costs, Charges and Incumbrances whatsoever, which shall or may arise or happen to be had, recovered or obtained against the said *A. B.* for, by reason or means of any Action, Suit, Process or Plaint, which the said *C. D.* his Executors, Administrators or Assigns now hath, or shall or may hereafter commence or prosecute, or cause to be commenced or prosecuted, against any person or persons, for the recovery, getting in or obtaining any of the said Debts, Duties or Demands aforesaid, or for any Debts, Duties, Sum or Sums of Money, or any thing whatsoever touching the said Copartnership, now owing, or which shall hereafter be due or payable by the said *C. D.* and *A. B.* or either of them, to any person or persons whatsoever, for or by reason of any Wares taken up upon Credit by him the said *C. D.* and not charged upon the said partible accompt, wherewith or whereby the said *A. B.* shall or may be charged or chargeable.

In Witness whereof, &c.

Another being a Partition of Debts between a Copartner, and the Executors of the other.

THIS Indenture made, &c. Between *A. B.* of the one part, and *C. D.* of, &c. Son and Heir of *E. D.* late Citizen of London, Deceased, and Executor of the last Will and Testament of the said *E. D.* on the other part: Whereas the said *A. B.* and *E. D.* in the life time of the said *E. D.* did deal and Trade together, as joint Partners and Occupiers in the Trade of, &c. and other Merchandizes, and in buying, selling and
Recital of the former Partnership
 Mes.

Debts formerly divided and received.

Merchandizing, and by reason thereof divers and sundry Sum and Sums of Money, by divers and several persons, became due and payable to them jointly, as Debts jointly owing unto them the said *A. B.* and *C. D.* And whereas the said *A. B.* and *E. D.* in the life time of the said *E. D.* by agreement between them, did sever, part, and divide between them divers Debts, due and owing unto them in such manner and form, as in and by a certain pair of Indentures, bearing Date, &c. [and certain Schedules thereunto annexed] made between the said *A. B.* of the one part, and *E. D.* of the other part, more plainly it doth and may appear: since which time divers of the said Debts have been received and compounded for, as well by the said *A. B.* and *E. D.* in the life time of the said *E. D.* as also by the said *C. D.* and *A. B.* since the Decease of the said *E. D.*

Recital of remaining Debts unpaid.

Division of them.

And whereas divers and sundry Sums of Money remained then, and are yet, unpaid and compounded for: And for the better recovery thereof, and for the continuance of Peace and Amity between them, They the said *A. B.* and *C. D.* have equally divided those Debts yet remaining unpaid or compounded for, as in and by two several Schedules thereof made (the one called the first Schedule, wherein the Debts, Duties Sum and Sums of Money and Demands, yet due and unsatisfied now allowed and appointed unto the said *C. D.* are contained and mentioned) and the other called the second Schedule, wherein the Debts, Duties, Sum and Sums of Money, and Demands yet due and unsatisfied, and now appointed unto the said *A. B.* are likewise contained and mentioned, as by the said Schedules hereunto annexed, it doth and may appear.

Now

Now this Indenture Witnesseth, That it is covenanted, granted, concluded and fully agreed by and between the said Parties, for and concerning the Premises, in manner and form following: And first, the said *A. B.* for him, his Executors and Administrators, doth by these presents grant, assign, and set-over, remise and release unto him the said *C. D.* his Executors and Administrators, all and every the Debts, Obligations, Bills obligatory, and several Sum and Sums of Money, in the said Schedule annexed to this present Indenture, called the first Schedule, mentioned and expressed, and all his part, portion, interest, right and demand therein, or thereto, with all such benefit and commodity, as the said *A. B.* can or may lawfully take or receive, upon, or by reason of the said Obligations, Bills, Debts or Demands, contained or mentioned in the said first Schedule, allotted as aforesaid unto the said *C. D.*

*Assignment
of Debts by
A.B. to C.D.*

And further the said *A. B.* doth by these presents, constitute and appoint, and in his place and stead put the said *C. D.* during his life, and after his Death, the Executors or Administrators of the said *C. D.* to be lawful Attorney or Attorneys irrevocable, for and in the name of the said *A. B.* during his life, and after his Decease, for and in the name of his Executors and Administrators to ask, take, sue for, recover and receive, all and every the said Debts in the said first Schedule mentioned, of the particular Parties therein mentioned, or any of them, their or any of their Executors or Administrators.

Makes assignee Attorney to sue.

And the said *A. B.* for him, his Executors and Administrators, doth Covenant and grant to and with the said *C. D.* his Executors and Administrators by these presents, That it shall and may be lawful to and for the said *C. D.* during his life, and to and for the Executors or Administrators of the said *C. D.* after his Death, at the

Power given to recover.

the only Costs and Charges of the said C. D. his Executors and Administrators, in the Name of the said A. B. during the life of the said A. B. and after his Death in the Name or Names of the Executors or Administrators of the said A. B. to commence or prosecute any Action or Actions, Suits or Plaints, for the recovery and getting in of all or any the Debts, Duties or Demands in the said annexed Schedule, called the first Schedule, mentioned or contained against all or any the Debtors therein named, their or any of their Executors or Administrators, and the same at the Cost and Charges of the said C. D. his Executors or Administrators, to prosecute and pursue, until Judgment and Execution thereupon shall be had and taken. And all such Sum and Sums of Money, that shall upon, or by reason of any Suit or Suits, Plaint or Plaints, happen to be recovered, had, levied and received, it shall and may be lawful to and for the said C. D. his Executors and Administrators, to have and take to his and their own use and uses, without any accompt to be thereof yielded or rendred to the said A. B. his Executors and Administrators, or any of them: ratifying, and by these presents confirming all and every action and actions, act and acts, thing and things, which the said C. D. his Executors or Administrators shall lawfully make, do, commit or execute, or cause to be made, done, committed or executed in and about the premisses, for and touching the said Debts in the said first Schedule mentioned.

Not to Release.

And the said A. B. for himself, his Executors and Administrators, doth by these presents Covenant and grant to and with the said C. D. his Executors and Administrators, That he the said A. B. hath not heretofore released or Discharged, nor that he, his Executors or Administrators, shall or will hereafter, release or discharge, all or any the Debts, Duties, Sum or Sums of Money,

Money, or Demands in the said Schedule, called the first Schedule mentioned, without the consent or agreement of the said C. D. his Executors, Administrators or Assigns, first had and obtained in Writing, under his or their Hands in that behalf. Nor voluntarily or willingly discontinue, disavow, or be Non-suited in, or make any Retrait or other discharge to hinder or delay any Action, Suit or Plaint which the said C. D. his Executors, Administrators or Assigns, shall at any time commence, sue or prosecute for the Recovery, getting in or obtaining the said Debts and Sums of Money in the said Schedule, called the first Schedule mentioned and contained, or any of them.

*Not to dis-
continue a-
ny Action.*

But, that he the said A. B. his Executors and Administrators, shall and will from time to time, and at all times hereafter, justify, maintain, avow and allow, all and every such Actions, Suits, Plaints and Procefs, which he the said C. D. his, &c. shall at any time hereafter, commence, sue forth or prosecute (at the cost and charges of the said C. D. his Executors, Administrators or Assigns) against any person or persons, for the recovery, or getting in of all or any of the said Debts, and Sums of Money in the said Schedule, called the first Schedule, annexed to these presents contained and expressed.

*To justify
Actions.*

And the said C. D. for him, his Executors and Administrators, doth by these presents Covenant and grant to and with the said A. B. his Executors and Administrators: That he the said C. D. shall and will from time to time, and at all times hereafter, sufficiently acquit, discharge and save harmless the said A. B. his Executors and Administrators, and every of them, of, and from all and all manner of damages, troubles, suits arrests, costs and charges whatsoever, which shall be taxed upon, or happen to be had, brought recovered or obtained against the

*To discharge
&c. the o-
ther.*

the said *A. B.* his Executors or Administrators, Goods; Chattels or Lands, for or by reason of any Action, Suit, Plaint, Process, Judgment, Arrest or Execution, which the said *C. D.* his Executors, Administrators or Assigns shall hereafter bring, commence, pursue or prosecute, or cause to be brought, commenced, pursued or prosecuted against any person or persons in the said Schedule, called the first Schedule, mentioned or contained.

Assignment

And the said *C. D.* for the consideration afore-
of Debts by said, doth grant, assign and set-over, remise and
C.D. to A.B. release unto the said *A. B.* his Executors and
 Administrators, all and every the Debts, Obligations and Bills obligatory, and several Sums of Money, Duties and Demands, in the said Schedule, called the second Schedule (annexed to this present Indenture, and allotted to the said *A. B.* as aforesaid contained and expressed) and all Writings and Specialties whatsoever, touching, or in any wise concerning the same, or any of them, and all his part, portion, interest and demand, of, in and to the same, or any part or parcel thereof, together with all such benefit and Advantage, as the said *C. D.* his Executors or Administrators, can or may lawfully have, take or receive, upon or by reason of any of the said Debts, Duties or Demands, contained or expressed in the said Schedule, called the second Schedule, annexed to these presents: And that all and every the said several Sums of Money in the said Schedule, called the second Schedule, mentioned and contained, shall be, and remain fully and wholly, and to the sole and proper use of the said *A. B.* his Executors, Administrators or Assigns, without the let, trouble or contradiction of the said *C. D.* his Executors, Administrators or Assigns, and without any account to be rendred or yeilded unto the said *C. D.* his Executors, Administrators or Assigns, for or in respect of the same.

And

And the said C. D. doth Covenant, promise and grant, for himself, his Executors and Administrators, to and with the said A. B. his Executors and Administrators by these presents: That neither the said E. D. in his life time, nor the said C. D. since his Decease, have heretofore received, released or discharged; nor that the said C. D. shall or will at any time hereafter, receive, release or discharge the said Debts, Duties, Sum or Sums of Money, and Demands, or any of them in the said Schedule, called the second Schedule mentioned, and allotted unto the said A. B. for his part, as aforesaid, of the premises, without the consent of the said A. B. his Executors, Administrators or Assigns, first thereunto had and obtained, in Writing under his or their Hands: nor shall or will voluntarily or willingly discharge, hinder or delay any Action, Suit or Plaint whatsoever, which the said A. B. his Executors, Administrators or Assigns, shall at any time hereafter commence, sue or prosecute for the Recovery, getting in, or obtaining of all or any the said Debts, or Sum or Sums of Money, or Demands in the said Schedule, called the second Schedule, mentioned or contained.

Not to release the Debts, &c.

Not to delay any Suit.

And whereas the said Debt Books, and other Books, Bills, Bonds, Obligations and Specialties, wherein the Debts, Duties and Demands before-mentioned, and wherein or whereby any Wares or Merchandizes were sold or delivered to the persons in the said last mentioned Schedule named or contained, are now in the Hands or possession of the said C. D. He the said C. D. doth Covenant for him, his Executors and Administrators, with the said A. B. his Executors Administrators and Assigns; that he the said C. D. his Executors or Administrators, shall and will within two Months after the date of these presents, deliver or cause to be delivered unto the said A. B. his Executors, Administrators or Assigns,

Covenant to deliver up the Bonds, &c. and shew forth the Shop-Books.

Assigns, safe, whole and uncanceled, and undefaced, all and every the Bonds obligatory, Bills and Specialties herein before-mentioned, to be assigned unto the said *A. B.* and whereby any of the Debts in the said second Schedule mentioned, are or shall become due and payable; and shall and will also upon reasonable request unto him the said *C. D.* his Executors or Administrators to be made by the said *A. B.* his Executors, Administrators or Assigns, produce and shew forth unto said *A. B.* his Executors, Administrators or Assigns, or to, or before such person or persons, as he or they shall appoint or direct: The said Books, called the Debt Books, and all other Books and Writings which remain in the Hands, custody or possession of the said *C. D.* wherein the said Debts, Duties and Demands, or any of them (contained in the said Schedule, called the second Schedule) are contained, or whereby or wherein any Wares or Merchandizes, touching or concerning the same, which were sold or delivered to any person or persons in the said second Schedule contained, are mentioned or doth appear, whereby the said *A. B.* his Executors, Administrators or Assigns, may have and take the view benefit and use thereof, to be shewed or produced forth in any Court or Courts of Record, or elsewhere, for the declaring, proving or manifesting of any the Debts in the said Schedule, called the second Schedule, contained, or for any other reasonable occasion whatsoever.

In Witness, &c.

Another

Another, being also a Partition of Debts and Goods: after the dissolution of the Copartnership.

THIS Indenture made, &c. Between A. B. *Recital of the dissolution of the Copartnership.*
of the one part, and C. D. of the other part: Whereas the said Parties for and by the space of certain years now last past, have had, held and occupied a partable Stock, and have continued Copartners in the Trade of buying, selling and retailing Linnen Cloth, and other Merchandizes; and now have resolved and agreed together from henceforth, absolutely to all intents, to dissolve, determine and break off the said Copartnership, of, and in the Premises. And have further concluded and agreed to divide the said partable Stock, and all Debts and Credits thereof, and thereby arising and being; and each of them to hold and retain his several part and proportion, to and by himself, in severalty, to his own use and profit, and not in common or jointly. *Their intention to divide the Stock.*

It is therefore Covenanted and agreed, by and between the said Parties to these presents, and either of them for himself, his Executors and Administrators, doth Covenant and grant, to and with the other of them, his Executors and Administrators by these presents, in manner and form following: That is to say, That the said Copartnership, and all other Partnerships and joint Tradings, now, or at any time before the Date of these presents, had, used or exercised by and between the said Parties to these presents, do, and shall from henceforth, immediately cease, determine and clearly end and have no further continuance, or being to any effect or purpose whatsoever; any Covenant, Covenants,

Copartnerships.

or other matter, agreement, promise or thing to the contrary thereof, had, made, concluded or promised by and between the said Parties to these presents in any wise notwithstanding: And that all such former Covenants, promises and agreements as have been passed or made, by or between the said Parties, touching any further continuance or prolonging of any such Copartnership, or Partnerships, to be had or holden between the said Parties, shall, by virtue of these presents be deemed and adjudged to be void and of none effect.

The one to have all the Goods and ready Money. And the said *A. B.* for himself, his Executors and Administrators, doth Covenant and grant to and with the said *C. D.* his Executors and Administrators by these presents, That he the said *C. D.* his Executors and Administrators, for his and their part of the said partable Stock, and other the Premises, shall have, take and enjoy from henceforth, to the sole proper use and behoof of the said *C. D.* his Executors, Administrators and Assigns, all the Linnen Cloth, Wares, Merchandizes and ready Money whatsoever, now remaining in Stock of the said Copartnership, or being any part or parcel thereof, or relating thereunto; which by estimation is now rated and valued to the Sum of One thousand pounds of lawful Money of *England*, the same, and every part thereof to be, remain and continue from henceforth to the said *C. D.* his Executors, Administrators and Assigns, discharged and acquitted, or else upon reasonable request, saved and kept harmless by the said *A. B.* his Executors or Administrators, of and from all manner of Interests, Judgments, Charges, Forfeitures, Titles and Incumbrances, had, made or suffered by the said *A. B.* or by any other in his Right or Title, or lawfully claiming by, from or under him, them or any of them.

And

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And the said *A. B.* doth by these presents, *Assignment*
grant, assign, release and set-over to the said *thereof*.
C. D. his Executors, Administrators and Assigns,
all the Right, Interest, Claim and Demand of
him the said *A. B.* of, in and to all the said
Linnen Cloth, Wares, Merchandizes and ready
Money, and of, in and to every part and parcel
thereof.

And moreover, it is Covenanted, granted and *The other to*
agreed, by and between the said Parties to these *have all the*
presents: And the said *C. D.* for himself, his *Debts*.
Executors and Administrators, doth Covenant
and grant to and with the said *A. B.* his Execu-
tors and Administrators by these presents, That
the said *A. B.* for his part and share of the said
partable Stock, and other the premises, shall
have, take and enjoy to his own proper use and
behoof for ever, without any let, disturbance
or interruption of the said *C. D.* his Executors
or Administrators, or any other lawfully claim-
ing, from, by or under him: All and every
such Debts, and Sum and Sums of Money,
which are now due and owing, or to be paid
to the said Copartners jointly, or by reason
or means of the said Copartnership, and which
are particularly mentioned and expressed in a
Schedule indented, annexed to these presents,
together with all Bills, Bonds, Specialties and
Books concerning the said Debts, or any of
them.

And the said *C. D.* doth by these presents *Assignment*
clearly and absolutely, as much as in him lieth, *of the Debts*
release, assign and set-over unto the said *A. B.* his
Executors, Administrators and Assigns, all and
every the said Debts, and Sum and Sums of Mo-
ney, owing as aforesaid: and all Bonds, Bills,
Specialties and Books whatsoever, touching or
concerning the same, and all his Right, Title,
Interest, Claim and Demand whatsoever, of, in
and to the same Debts, and every part and par-
cel thereof: and of, in, and to all and every the
said

said Bonds, Bills, Specialties and Books which touch or concern the said Debts, and Sum and Sums of Money, or any of them, or any part or parcel thereof.

That the Assignee of the Debts, shall enjoy without account. And the said C. D. for himself, his Executors and Administrators, doth Covenant and grant to and with the said A. B. his Executors, Administrators and Assigns, by these presents, in manner and form following, That is to say, That he the said C. D. his Executors and Administrators, shall and will from time to time, and at all times hereafter permit and suffer, That he the said A. B. his Executors, Administrators and Assigns, to his and their own use, shall and may demand, require, collect, receive, gather and levy by all lawful ways and means, all and every the Debts and Sum and Sums of Money in the said Schedule mentioned or expressed, and every part and parcel thereof, without any let, denial, gain-saying or interruption of the said C. D. his Executors or Administrators, or any of them; and the same shall or may retain and hold to his and their own proper use, without any account thereof, or of any part thereof, to be made or rendred to the said A. B. his Executors or Administrators, or any of them.

Power given to sue. And that he the said A. B. his Executors, Administrators or Assigns, shall and may commence, sue or prosecute any Action, Suit or Complaint, for the Recovery, getting in or obtaining of the said Debts, in the said Schedule mentioned, or any of them, at the Costs and Charges of the said A. B. his Executors, Administrators or Assigns, in the Name or Names of the said C. D. or of the said A. B. and C. D. or either of them, their, or either of their Executors, or Administrators, without any discharge, revocation or stay of the said Action or Actions, Suits or Complaints, or any of them, to be caused or suffered by the said C. D. his Executors or Administrators.

Administrators, so as the said *A. B.* his Executors or Administrators shall from time to time, upon reasonable request, to him or them to be made in that behalf by the said *C. D.* his Executors or Administrators, save, defend and keep harmless the said *C. D.* his Executors and Administrators, and every of them, of, and from all Losses, Costs and Damages which he the said *C. D.* his Executors or Administrators shall or may sustain or be at, by occasion or means of any such Action, Suit of Plaint to be prosecuted as aforesaid.

And that he the said *C. D.* hath not heretofore, nor that he his Executors or Administrators shall hereafter receive, acquit, release or discharge the said Debts in the said Schedule mentioned, or any of them, unless it be by the special consent and agreement of the said *A. B.* his Executors, Administrators or Assigns, first in that behalf had or obtained in Writing; but in case the said *C. D.* his Executors or Administrators shall hereafter release, acquit or discharge any of the said Debts in the said Schedule expressed, without such consent and agreement of the said *A. B.* his Executors or Administrators, as aforesaid, That then he the said *C. D.* his Executors or Administrators, within six Weeks after every such Release and discharge of any of the said Debts, in the said Schedule expressed, shall and will truly pay and satisfy, or cause to be paid and satisfied to the said *A. B.* his Executors or Administrators, the full proportion of all and every such Debt and Debts, in the said Schedule expressed, which he the said *C. D.* his Executors or Administrators shall so release or discharge without fraud or covin.

Not to release any Debts; if he do, himself to make satisfaction

The one to pay part of the Debts by them owing. And the said *A. B.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Executors and Administrators by these presents, That he the said *A. B.* his Executors or Administrators, shall and will well and truly satisfy and pay, to and among the Creditors of the said *A. B.* and *C. D.* in respect of their said Copartnership, the Sum of 500*l.* of lawful Money of *England*, towards the payment and satisfaction of such Debts and Sums of Money, as to the said Creditors are due and owing, out of, or in respect of the said partable Stock, Copartnership or joint Occupying, in manner following, viz. &c.

The other to pay the other part of the Debts. And the said *C. D.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *A. B.* his Executors and Administrators by these presents, That he the said *C. D.* his Executors or Administrators, shall and will well and truly satisfy and pay, to and among the said Creditors, towards the payment and satisfaction of such Debts and Sums of Money, as to the said Creditors are due and owing, out of, or in respect of the said partable Stock, and joint dealing, the Sum of Four hundred Pounds of lawful Money of *England*, in manner and form following, viz. &c.

Private Debts.

And it is agreed, by and between the said parties to these presents: And each of the said parties severally for himself, his Executors and Administrators, doth covenant and grant, to and with the other of them, his Executors and Administrators by these presents, That if any private Debt, charge or cause of Action, be growing or depending, by reason or occasion of the said Copartnership, unto which the said Copartners are become subject and liable unto, other than and except such known Debts, charges and causes of Action, as are mentioned or specified

cised to be owing, due or arising in and by their common Book of Accompts kept between them, That then and in all such Cases, such of the said Parties to these presents, in whose default, or by whose act and procurement such Debt, charge or cause of Action, did grow or arise, shall within convenient time fully satisfy and pay the same, and thereof discharge, acquit, and save harmless the other of the said Parties, his Executors and Administrators.

*Variances
arising how
to be deci-
ded.*

And moreover it is agreed by and between the said parties for themselves, their several Executors and Administrators, That if any variance or cause of Suit at any time or times, hereafter do or shall happen to grow or arise between the said parties, or the Executors or Administrators of them or either of them, by, for, upon or concerning any Covenant, clause, matter or thing, in these presents expressed or contained, or for or in respect of the said Copartnership, or joint Trading; That then and so often the party in that behalf grieved, shall make declaration thereof unto, &c. unto whose Order, Determination and Judgment, for, touching and concerning the same, or any part thereof, from time to time, the said parties and either of them, for their several parts, and for their several Executors and Administrators, do wholly submit themselves by these presents, so as their order and judgment concerning the same, be made or given up in Writing, under their Hands and Seals, within three Months next after such Declaration to them made, as aforesaid: And during the said three Months neither of the said Parties shall directly or indirectly, bring, pursue or prosecute any Action, Suit or Plaint against the other of them, his Executors or Administrators, touching the same. And they the said Parties do bind themselves, their several Executors and Administrators, to stand to, abide and perform

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perform all and every such order, judgment and determination, as the said, &c. shall within such time as aforesaid, make and give up, as aforesaid, for and touching the Premises referred to them.

In Witness whereof, &c.

The form of a Condition of a Bond, upon separation of Copartnership.

*Recital of
form r
Partnership
and Debts
contracted.*

THE Condition of this Obligation is such, That whereas the above bounden A. B. and the above named C. D. have for divers years now last past, occupied together as Copartners in all things, as well touching and belonging to the Trade of Woollen-draper, as in such Wares and Commodities, as during the said Copartnership, they have otherwise traded and dealt in. In which time of their Copartnership, and by reason thereof, there are divers and sundry Debts and Sums of Money owing unto them, and likewise divers several Debts are owing by them to several Persons, by reason of the said Copartnership, which are by them the said Parties to be equally born and paid, The several particulars of which said Debts, as well to them due and owing, as by them due and owing are mentioned and comprised in two several Schedules, subscribed with the Hands of the said A. B. and C. D. whereof the one remaineth in the custody or Hands of the said A. B. and the other remaineth in the custody or Hands of the said C. D.

And

And forasmuch as the said *A. B.* and *C. D.* have *Their* *de-*
between themselves agreed, not to continue or *five to dis-*
proceed any farther in Copartnership together, *solve the*
but are willing and minded to take out their *Copartner-*
several Stocks, and to separate and divide a *ship and to*
der from their former joint Trading, and for *divide the*
that it is the full meaning of each of the said *Debts, &c.*
Parties, that for the Debts to them due and
owing, as Copartners, and in respect of their
said joint Dealing (after the Debts owing by
them, which were contracted during the said
joint Trade, and by reason of the said Copart-
nership are satisfied and paid) should be equally
divided between the said *A. B.* and *C. D.* part
and part like.

If therefore the said *A. B.* his Executors, Ad- *To give no-*
ministrators or Assigns, shall and do from time *tice of Re-*
to time, within one Month next after he or *ceipts.*
they shall have at any time or times hereafter,
received any part or parcel of the Debts, Duties,
or Sums of Money mentioned in the said Sche-
dule or Writing, to be to them jointly due and
owing in respect of the said Copartnership, do
give just and true knowledge unto the said *C. D.*
his Executors, Administrators or Assigns, of e-
very such particular Receipt, so from time to
time to be had and received.

And do also then make just payment unto *To pay a*
the said *C. D.* his Executors, Administrators or *moiety to*
Assigns, of the one moiety, or half full part of *his Fellow.*
every such Sum and Sums of Money, so by the
said *A. B.* his Executors or Assigns, to be re-
ceived or had upon their joint accompt. And
further, that if the said *A. B.* his Executors, *To pay the*
Administrators or Assigns, within convenient *other moie-*
time after such particular Receipt, as afore- *ty to Cre-*
said, do from time to time pay, or cause to be *ditors.*
paid, unto and amongst the joint Creditors of
the said *A. B.* and *C. D.* for and towards the
payment of their joint Debts, growing by their
said Copartnership, the other moiety or half
part

Copartnerships.

part of such Sum and Sums of Money, as shall from time to time be received, as aforesaid, until such time as their said Debts shall be fully satisfied.

*Not to com-
pound with-
out the o-
thers con-
sent.*

And further also, if neither the said *A. B.* his Executors, Administrators or Assigns, nor any of them, at any time or times hereafter, shall or do make any composition for the said Debts, Duties, Sum or Sums of Money, or any of them, with any of the Debtors owing the same, or any of them, without the special licence, consent or agreement of the said *C. D.* his Executors, Administrators or Assigns, first thereunto had and obtained in that behalf.

*To assist the
other.*

And further, if the said *A. B.* his Executors or Administrators, do and shall from time to time, use his and their best endeavour for the aiding and assisting of the said *C. D.* his Executors, Administrators and Assigns, for the better and speedier obtaining and recovery of his and their parts of every of the said several Debts, Duties, Sum and Sums of Money to them, in respect of their Copartnersthp aforesaid, due or owing, and that without fraud or covin: Then this Obligation to be void, and of none effect.

But if default shall be made in any of the Cases aforesaid, contrary to the true intent and meaning of these presents: Then this Obligation shall stand, remain, and be in full force.

The like to be made by the other Party:

But I think it best in both, to alter the last Paragraph in the foregoing Page; and to make the one moiety of what shall be received to be paid in discharge of Debts: and the half of the residue, to be paid to *C. D. &c. mutatis mutandis.*

Another

Another form of a Condition, upon separation of Copartnership: for one to discharge the other of Debts due upon a private account.

THE Condition of this Obligation is such, *Recital of Copartnership, and particular debts accruing during the same.*
That whereas the above named C. D. and the above bounden A. B. have for divers years last past, occupied together as Copartners in all things, as well touching and belonging to the Trade of a Woollen-Draper, as in such other Wares and Commodities, as during the said Copartnership they have otherwise Traded and Dealt in. In which time of their Copartnership together, each of the said Parties are become indebted to divers and sundry persons of their own meer particular and private accompt, not properly belonging to the partable accompt of Copartnership: or wherewith either of the said Parties, in respect of their mutual and joint occupying together, are charged.

And, forasmuch as they the said Parties to *Their intent* these presents, are now by mutual agreement *to separate,* separating from further dealing in Copartnership *and that* together, and it is the full intent and meaning *neithers* of both the said Parties, that all Debts, Duties, *Debt charge* and Sum and Sums of Money, as the said A. B. *the other.* in the time of the said Copartnership together with the said C. D. was, or is any way indebted, as touching his private, proper and single Accompt, shall not in any wise touch or charge the said C. D. his Executors or Administrators, with the payment of the same, or of any part thereof.

To dis- If therefore the said *A. B.* his Executors or
 charge his Administrators, do and shall at all and every
 Fellow from time and times hereafter, clearly and absolute-
 the private ly acquit, discharge and save harmless the said
 Debts. *C. D.* his Executors and Administrators, and his
 and their Goods and Chattels, against all and
 every Person or Persons whatsoever, not only
 of and from, all and every such Debt and Debts,
 and Sum and Sums of Money, due heretofore,
 made and contracted by the said *A. B.* in the
 time of the said Copartnership, which belonged
 not unto, or any way concerned the joint or
 partable accompt between them, as Copartners,
 but only, solely and singly unto the said *A. B.*
 his Executors and Administrators, but also of
 and from all Actions, Suits, Arrests, Costs and
 Damages, which may arise or come, for,
 touching, or in any wise concerning the said
 private and single Debt and Debts of the
 said *A. B.* unto the said *C. D.* his Executors
 or Administrators, or with which he shall or
 may in any wise be chargable with. Then this
 Obligation to be void and of none effect, or
 else, &c.

The like from *C. D.* to *A. B.* *mutatis mutan-*
dis.

Articles

Articles of agreement concerning Factorship, between a Trader in the Country, and his Factor in London.

ARticles of agreement had and made the, *Recital of the Contract*
Between A. B. of, &c. Clothier of the one part, and C. D. of London, &c. on the other part: Whereas the said *A. B.* hath contracted with the said *C. D.* to imploy him as a Factor in *London*, for him the said *A. B.* for the vending, selling and uttering of all such Ilminster and Chard Kerseys, as he the said *A. B.* shall consign and send unto him the said *C. D.* to his now Dwelling House in *Lothbury, London*, for and during the term and space of Two years, to be reckoned and accompted from the Day of the Date hereof.

It is thereupon Covenanted, granted, concluded and agreed by and between the said Parties: and either of them the said Parties, by and for himself, his Executors and Administrators, doth Covenant and grant to and with the other of them the said Parties, his Executors and Administrators, in manner and form following. *Imprimis*, That he the said *C. D.* shall and will not only accept and take into his House, Charge and Custody, all such Ilminster and Chard Kerseys, as the said *A. B.* shall upon his account, or which shall belong unto him, send and consign unto the said *C. D.* to *London*, to be Vended and Sold, but also shall do his best endeavour in the Vending and Selling of the same, to and for the only use and benefit of the said *A. B.* in the best manner that he the said *C. D.* can or may perform, and that from *To utter Wares sent.*

from time to time, for and during the space of two years, to be reckoned and accompted, as aforesaid.

*To keep true
Accompts,
and to
make true
payments.*

Item, That he the said C. D. shall not only keep, or cause to be kept, a just and true Book or Books of accompt and reckoning in Writing, of all such Cloth and Kerseys, as the said A. B. shall from time, during the said space of two years, to be reckoned as aforesaid, consign unto the said C. D. and shall so come to his charge, and also to whom, and at what Rates and Prizes, and at what time and times the same shall be sold and vended, but also make true payment and delivery unto the said A. B. his Executors, Administrators or Assigns, of all such Money, Specialties, and other things as shall come unto the Hands of, or shall be received by the said C. D. for the said Kerseys, during the term aforesaid, together with such Kerseys as before the same accompt shall appear to be received by the said A. B. and not sold at the end of the said term.

*To be faithful,
&c.*

Item, That he the said C. D. shall be true and faithful unto the said A. B. in all his said sales to be made, and not defraud or defeat the said A. B. in any of the Premises, wilfully, or to his knowledge, but shall endeavour to vend the said Kerseys unto able Men, for the smallest and shortest time of payment, and for the best prizes, so far forth, as he conveniently can or may perform or procure without fraud or covin.

*Not to be
Factor for
any other,
&c.*

And that the said C. D. shall not during the said Two years, Deal or Trade as Factor, for any other Person or Persons, for the Buying or Selling of any Ilminster or Chard Kerseys, but only for him the said A. B. and as his Agent or Factor, as before is specified.

Item,

Articles concerning Factorship. 577

Item, In consideration of which Factorship, *The Recom*
so to be done and performed, as aforesaid, by pence for
the said C. D. he the said A. B. doth for him, his *the Factor*.
Executors and Administrators, Covenant and
promise to pay unto the said C. D. his Executors
or Administrators, the Sum of, &c. per annum,
and also the Sum of, &c. per annum, for Hallage,
Porterage, and other like Charges.

Item, That the said A. B. shall not at any time, *Not to con-*
during the said Two years, consign or send un-
to the said C. D. any of the said Kerseys, that *sign any o-*
shall belong to any other Person or Persons, but *ther but his*
such that shall properly belong unto him the *own Kerseys*
said A. B.

In Witness, &c.

P p

The

The Form of Articles of agreement amongst Creditors, for levying of Debts.

Articles Tripartite Indented of Agreement, made the, &c. Between the Creditors of M. F. late Citizen and Mercer of London, Deceased, whose Names, together with their Debts severally to them owing, are specified in a several Schedule to every part of these presents annexed, on the first part: C. D. of, &c. a Creditor also of the said M. F. on the second part: and E. F. of, &c. Widow, late Wife of the said M. F. on the third part, in manner and form following: That is to say,

Who to take Administration of the Debtors Goods. **I** *Mrimis,* The said Creditors, and every of them have agreed, and by these presents do agree with the said C. D. and E. F. that the said C. D. shall and may have and take the Administration of all the Goods, Chattels and Credits, which were of the said M. F. Deceased, according to the Laws of this Realm: Thereof to dispose and Administer, according to the tenor of these present Articles, and not otherwise.

What allowance the Administrator is to have. **Item,** That in consideration of such pains as the said C. D. shall take about the said Administration, the said C. D. upon his true and reasonable accompt thereof made, before such Auditors as the said Creditors, or the greater part of them shall assign to take the said accompt, shall have allowance of all his reasonable Cost and Charges, as well by Suits of Law or otherwise,

wise, by him to be defrayed and expended about the said Administration, and moreover Six pence for every Twenty shillings in value that he shall Administer: And also that the said C. D. at every dividend making, shall and may retain for his own Debt, owing by the said M. F. in equal proportion, with what he shall divide and pay to the other Creditors according to the quantity of their several and respective Debts.

Item, That the said C. D. shall before any *What portion the* Dividend, pay or cause to be paid to the said *E. F.* for satisfaction of her Title of Dower in *Debtors Wife* the late Mansion House of the said M. F. Situated in, &c. the Sum of Forty Pounds of lawful *shall* Money of England, or shall deliver unto her, so much of her said late Husbands Goods, as shall amount to that value (according to a reasonable estimation) and likewise, for the Funeral charges of the said M. F. Ten pounds of like Money: And also shall deliver to her the said E. E. to her own use, or suffer her to detain and keep to her own use and behoof, all her Apparel and Ornaments belonging to her Body, and such other things as she and the Creditors have agreed: as may appear by Writing under their Hands.

Item, That the said C. D. so soon as reasonably *An Inventory to be* may be, after the said Letters of Administration to him granted, shall with and by the *made of the* consent, and in the presence and oversight *Goods.* of, &c. or three of them, cause all the Goods, Chattels and Debts, within the Realm of England which were belonging to the said M. F. at the time of his Decease, to be viewed and appraised by indifferent Persons, and a true Inventory thereof to be made, according to the usual custom, in such cases used within the City of London.

The Widow to discover the Goods. Item, That the said *E. F.* for her part shall and will use all her best endeavour, to discover and make known all and singular the Goods, Chattels and Debts of the said *M. F.* to the said *C. D.* and the other persons before-mentioned, without any concealment, default or delay in her behalf,

The Debts to be satisfied. Item, That after the Goods, Chattels and Credits of the said *M. F.* shall be so viewed and appraised, and an Inventory thereof made and taken, as aforesaid: That then as well for the satisfying and payment of what is to be first satisfied and paid, in manner and form aforesaid, as towards the equal payment of the said Creditors, the said *C. D.* shall by the consent and oversight of the said, &c. or any two of them, make such speedy sale, at the best rates that he can, of all the Goods and Chattels which were of the said *M. F.* within the Realm of England, other than such as be appointed for the said *E. F.* as aforesaid, and make such speed to gather in and obtain such Debts as were owing unto the said *M. F.* at the time of his Decease, as he reasonably can or may do: and then after the satisfaction and payment before-mentioned, to be first satisfied and paid, being first had and made: shall from time to time proportion and divide all the rest that shall come to his Hands, of the Estate of the said *M. F.* unto every of his said Creditors, rate and rate like, according to the quantity of their several Debts, from time to time, and as often as he the said *C. D.* shall have any thing whereof such Dividend may be made, until all the said Creditors shall be paid and satisfied their said Debts, if the Goods, Chattels and Debts of the said *M. F.* will extend or amount thereunto.

Item,

Articles between Creditors. 581

Item, That R. H. one of the Creditors in the said Schedule mentioned, shall enjoy all such Goods and Debts, which were of the said M. F. and which the said R. H. hath now attached beyond the Seas, towards the payment of such Debts, as the said M. F. did owe there to him, and thereof the said R. H. so soon as conveniently may be, to shew the accompt to the said C. D. and four or three of the said Creditors at the least: and if more be recovered beyond the Seas by the said R. H. of the Goods and Debts late of the said M. F. than the Debt which the said M. did owe, to be paid there to the said R. H. That then he the said R. H. shall accept of the Overplus in part of payment of his Debt, owing unto him by the said M. F. here in England.

Item, That none of the Parties aforesaid, shall or will do or procure any thing to be done by any Suit, Plaint, Action or Attachment against the said C. D. or any other within the Realm of England, whereby the performance of these present agreements, or any of them, shall or may in any part be impeached, troubled or let: and that every of them shall acquit and relinquish all and every former Suits and Attachments whatsoever, had or made, which shall or may in any wise let or prejudice the true performance and fulfilling the said agreements, contained in these presents. or any of them.

Item, The said C. D. doth hereby agree to take upon him the said Administration, and thereof to Administer truly and faithfully, according to these present Articles, and if there shall come sufficient to his Hands to satisfy all the Creditors of the said M. F. and any thing shall remain to him over and above what will satisfy, according to the true meaning of these presents, That then upon reasonable request to him made, and discharge thereof to him given, by the said E. F. her Executors or Administrators,

Articles between Creditors.

he the said C. D. shall and will well and truly pay, or cause to be paid, the remainder thereof unto the said E. F. her Executors or Administrators, she or they putting in reasonable security to the said C. D. by her or their own Bond to re-pay the same, or so much thereof, as shall be lawfully and truly recovered, by any other Creditor of the said M. F.

If Debts be recovered by Creditors, not Parties hereunto; then all to Contribute. Item, If any Creditor or Creditors of the said M. F. not Party to these presents, do at any time commence any Action or Suit against the said C. D. as Administrator of the Goods and Chattels of the said M. F. and that the said Creditor or Creditors of the said M. F. shall thereby lawfully, without practice, fraud or covin, recover their Debts, or any of them, against the said Administrator: Then it is further agreed by and between the said Parties to these presents, That the Creditors aforesaid, Parties to these presents, whose Debts shall be paid in part or in whole, according to this agreement, shall out of their several Dividends, allow satisfie and pay part and part like unto the said C. D. so much of their parts and proportions so received, as aforesaid, and according thereunto, as well satisfie and discharge the said Debt or Debts, and Damages and Costs of Suit for the same, the said C. D. likewise contributing according to his Rate towards the same.

To give notice of Suits Item, It is further agreed, That if any Creditors of the said M. F. not Parties to this agreement, shall or do commence any Suit or Suits, against the said C. D. as Administrator of the said M. F. Then the said C. D. shall thereof give notice and warning unto the said Creditors, Parties to these presents, or to three of them at the least, to the end that they may join with the said C. D. in defence of the said Suit, for the best and common Commodity and advantage of the said Creditors, Parties to these presents.

All

Articles for Building. 583

All and every which Agreements aforesaid, *All Cove-*
 and every Article and Clause thereof, every one *nant to per-*
 of the Parties aforesaid, on their several behalfs, *form the*
 and for their several Executors and Admini- *Articles.*
 strators, do Covenant, grant and promise to and
 with all and every the other of the Parties
 aforesaid, and their several Executors and Ad-
 ministrators, well and faithfully to hold accom-
 plish and perform, without any Fraud or De-
 ceit.

In Witness, &c.

*Articles of Agreement for erecting a
 New building in London, since the
 great Fire; according to the Act of
 Parliament for rebuilding London.*

Articles of Agreement made the, &c. Be-
 tween *A. B.* Citizen and Fishmonger of
London, of the one part; and *C. D.* of
 the Parish of *St. Andrews Holborn*, in
 the County of *Middlesex*, Carpenter,
 and *E. F.* of the same Parish Bricklayer,
 on the other part, as followeth: That is
 to say,

I*mprimis*, The said *C. D.* and *E. F.* for them- *To build a*
 selves jointly and severally, and for their and *Messuage.*
 each of their Executors, Administrators and
 Assigns, do Covenant, promise, grant and agree,
 to and with the said *A. B.* his Executors, Ad-
 ministrators and Assigns, as followeth: That
 is to say, That they the said *C. D.* and *E. F.*
 their Executors, Administrators, Workmen or
 Assigns, shall and will for the consideration

after mentioned, at their or some of their proper Cost and Charges, and with their or some of their own Materials, in good firm and Workman-like manner, Erect and Build, or cause to be erected and built, one Messuage or Tenement upon a Toft, piece or parcel of ground, situate on the North-side of the Street, within *Newgate-Market, London*, formerly called *Newgate*, containing in breadth on the front Fifteen Foot, or thereabouts, and in depth One and forty foot, or thereabouts, lying between the Messuage in the Occupation of *J. B.* on the East-side, and the Messuage in the Occupation of *K. L.* on the West-side.

The Rooms therein to be contained. Which said Messuage shall contain one Cellar, with a partition about the middle part thereof, and a Door therein, and a Shop over all the said Cellar, three Rooms over the said Shop: That is to say, A Fore-room, a Back-room, and a little Buttery in the Kitchin next; the Stairs: three Rooms over the said last mentioned Rooms, and three Rooms over them of the like Dimensions; with two Garrets over them; and the same shall do, compleat and finish, or cause to be done, compleated and finished in good, strong and Workman-like manner; and with good, strong and sound Bricks, Mortar, Timber and Materials: with all the Bricklayers work, Tilers work, Carpenters work, Smiths work, Plummers work, Plaisterers work, and Glasiers work whatsoever, that is or shall be needful and convenient for the Building, Compleating, and making Habitable the said Messuage or Tenement.

To pursue the Act for building. Item, That they the said *C. D.* and *E. F.* their Executors, Administrators, Workmen and Assigns, shall and will do and perform all the said Bricklayers and Tilers work, and Carpenters work, and other works aforesaid, with such Materials, of such proportions, dimensions and scantling, and in such manner and form, as is directed;

Articles for Building.

585

directed, limited and appointed, in and by an Act of Parliament, made in the Nineteenth year of King Charles the Second, intituled, An Act for Rebuilding the City of London, and the Scheme thereunto annexed, for Houses of the first sort of Building, to be builded and erected, or as is directed by any other Act of Parliament since made.

And shall sink, and make the Cellar under all the said Messuage, Eight foot deep, and shall in such convenient place in the said Cellar, as the said A. B. or his Assigns shall direct, dig, and make a Vault Six foot square every way, or cleanse, repair and amend the old Vault there, and make the old Vault of the same largeness, in case it be not so; and from the same new or old Vault, shall make and carry up a sufficient Brick Funnel into the Cellar for an House of Office, and make a convenient Seat thereunto: And shall make good and substantial Cellar-windows to the said Cellar, out of the Street, with good and substantial Iron-bars to the same Windows: The said Windows, to be of such largeness and form as the said A. B. or his Assigns shall direct. And shall Pave the said Cellar with good Bricks, and make a good strong pair of Stairs out of the Street thereunto, with good dry Elm Planks, about Three foot and a half wide, with a good strong Plank and Door to the said Stairs, and strong Iron-bolts to the said Door: And shall in such convenient place in the first Room or Shop over the said Cellar, as the said A. B. or his Assigns shall appoint, make a good pair of Stairs, of Two foot and eight Inches wide at the least, with Elm boards, into the said Cellar, and a Door well Framed, Plained and hung at the head of the said Stairs, with an Iron-latch and catch thereunto: And shall make and prepare a place for a Leaden-Gutter, to be laid in the most convenient place, between the said Shop and

The Cellar.

An House of Office in the Cellar.

Cellar Windows.

Pavement.

Stairs.

Leaden Gutter.

and Cellar, for carrying the Water from the Kitchin and Yard belonging to the Premises, and from the Sink of the said *A. B.* next to the Street.

The Street Door. Item, That they shall make the first or Street Door to the said Messuage, with Two leaves

of good, whole, dry Deal, well framed and lined, hung with good Hinges, with a good upright Bar and Staple to it, with a Flap, and two strong Iron Bolts, over the same Door.

Shop Windows. And shall make good and substantial Shop Windows, of good, whole, dry Deal, well glued, battened and lined, with slit Deal, with good and sufficient Bars, Hinges, Staples, and Pins fitting to the same, of such form as the

The Stair-Cafe. said *A. B.* or his Assigns shall direct. And shall carry up a Stair-Cafe through the said House, with an open Newel-light, the Sky light over the Newel to be well Glazed, Leaded and Cemented. The Stairs to be of such wideness, and placed in such convenient places, and in such form, as the said *A. B.* shall direct. The said Stair-Cafe to be made with Rails, Banisters, Balls

Doors to the Chamber. and Pendants. And shall make strong, handsome and sufficient Partitions and Doors to every upper Room or Chamber, with Iron Latches, Catches and Hinges, to every Door, the same Doors to be made of good dry Deal glued and battered.

Chimneys. And also one convenient Chimney to every of the said upper Rooms, of such Dimensions, depth and wideness, and place the said Partitions, Doors and Chimneys, in such places, sort and manner, as the said *A. B.* or his Assigns shall direct. And shall make a handsome transom Win-

Back Window to the Shop. dow to the back part of the Shop, with two Iron Casements therein, and well Glazed, with good Shutts to the same, of whole Deal, glued, lined, battened and hinged, with good and substantial

A Back Door. Hinges. And an handsome strong Door into the Yard, of whole Deal, well smoothed, glued, battened and Hinged, with good Bolts to the same ;

same; and a glass Window over the said Door, with good Iron Bars, the same Windows to be of such largeness and dimensions, as the said A. B. or his Assigns shall direct.

Item, That they shall put one good strong Lock with a Key, to the fore-Door of the said Messuage, of Eight shillings price at the least; and make and put up in the Front even with the fore-Chamber over the Shop one fair Balcony, Ten foot long, of good wrought Iron, and not cast Iron. And shall make one handsom pair of Doors, of Oak, Four foot wide at the least, with a handsom glass Window on the top of the said Doors, to go into the said Balcony. And on each side of the said Balcony-Window, a convenient two-light transom Window, and shall make an handsom Pediment in the Brickwall over the Balcony to place a Sign in, as the said A. B. or his Assigns shall direct. And shall make in the two next Stories forwards, a transom Window to each Room, of four foot and a half wide, or thereabouts, of a proportionable depth; and on each side of the said Window, make a two-light transom Window, uniform with the Windows underneath. And to all the back-Chambers a six-light transom Window in the rear of every Chamber, and a four light transom Window, on the East-side of every of the said back-Rooms. The Frames of all the said Windows to be good, dry, Oaken Timber, well wrought and placed, as the said A. B. or his Assigns shall direct. And shall make a good strong Iron Casement to the third Story-Window to the Front, with a good strong Lock to the same, and an Iron Rod in the middle thereof, the same Casement to be of such largeness every way, as the said A. B. or his Assigns shall direct. And shall make a good Iron Casement to such of the said two-light transom Windows, in the said third Story on the Front, as the said A. B. or his Assigns shall direct. And shall also make a good Iron

Lock to the fore-Door.

Balcony.

*Windows.
Pediment
for a Sign.*

*Chamber-
Windows.*

Iron Casement to the four-light Window in the fourth Story to the Front, and to every Window in the rear, All the Windows to the Front-Rooms up one pair of Stairs, to have sufficient and substantial Iron Bars. And shall make one good clear Story three light lucern Window to the fore-Garret, and a three light clear Story Window to the back-Garret, the Frames to be of Oak, with an Iron Casement in each Garret-Window.

*Plastering
and Cieling*

Item, That they shall Plaster and Ciel in work-

Flooring.

Covering.

*Leaden
Gutters.*

*Raising the
Floor.*

The Front.

*Roof.
Painting.*

man-like manner with good Lime and Hair, all the Walls, Partitions and Cielings of every Room of the said House, and in every other place necessary except the Cellar, and shall lay all the Floors with good, whole, dry Deal, smoothed and close jointed: and shall cover the uttermost Rooms backward, or back-Garret; with good Lead, which Lead shall weigh eight pound and a half the foot at the least, and make a Brickwall on the back part, and on each side of the said Leads three foot high; and cover the said Wall with a Coping or Camphot of good sound Oak Timber; and shall cover the fore-Garret of the said House with plain Tiles: and make convenient Gutters of Lead, to carry the Water from the said Roof and Leads into the Street, and bring the same with a convenient Pipe to the ground: and shall raise the ground-Floor of the said Messuage, a convenient height above the Street, so that there may be a Stone-Step of seven Inches high or more, as shall be convenient at the Street-Door, and raise every other Story proportionable, according to the Acts of Parliament in that behalf. And shall build the Front of the said House with good rubbed Brick, and carve off the Roof with Cantilivers and Cornishes; and shall paint all the Window-Frames, Window-Casements, out-Doors, and Door-Cases, Cantilivers and Cornishes of the said House, and all out-places necessary, with good Colours

Colours well laid in Oil. And glaze all the *Glazing.*
Windows of all the Front, upper Rooms or
Chambers, and Front-Garret, and the back Win-
dows of the Shop with good square Glasse, well
leaded, and all the rear and back-Windows, except
the Shop, with Quarries well leaded.

Item, The said C. D. and E. F. for themselves *Time of fi-*
and either of them, their and either of their Exe- *nishing the*
cutors, Administrators and Assigns, do by these *House.*
presents Covenant, promise and grant, to and
with the said A. B. his Executors Administrators
and Assigns as followeth, *viz.* That the said House,
and all and every the premisses, shall be in all
things as aforesaid, fully and wholly done, com-
pleted and finished, by or before the twenty
ninth day of *September* now next ensuing. And
if it shall happen the said Work, or any part
thereof, shall not be completed and finished,
according to the true intent and meaning of these
presents, by the Twentieth day of *October* next
also ensuing, That then and from thenceforth *Forfeiture*
they the said C. D. and E. F. their Executors and *if not fini-*
Administrators, shall and will well and truly pay *shed.*
or cause to be paid, unto the said A. B. his Exe-
cutors, Administrators or Assigns, the Sum of
Ten shillings Sterling by the day, for every day
which the said Work and Building, or any part
thereof, shall so remain, and be unfinished and
uncompleted.

And that they the said C. D. and E. F. their *To save*
Executors and Administrators, shall and will *harmless*
from time to time and at all times hereafter, well *from the*
and sufficiently save and keep harmless and in- *Acts, sound-*
dempnified the said A. B. his Executors, Admini- *ing Build-*
strators and Assigns, and every of them, and the *ing.*
said Messuage, and all and every his and their
other Lands, Tenements and Hereditaments,
Goods and Chattels, of and from all Fines, Pains,
Penalties, Punishments and Forfeitures whatso-
ever, contained in the said Acts of Parliament, or
any of them, for or by reason of any irregularity
which

which shall happen in the said Building, or any part thereof, contrary to the said Acts of Parliament, or any of them, for or touching the rebuilding of the City of London, and of and from all such Actions, Suits, Charges, Troubles and Damages, which he the said *A. B.* his Executors, Administrators or Assigns may happen to incur, or be put unto, or sustain for or by reason thereof.

*Payment
for the Building.*

In consideration of which said Work, Materials and Buildings, to be done and performed in manner and form aforesaid, the said *A. B.* for himself, his Executors, Administrators and Assigns, doth covenant and promise to pay and satisfie unto the said *C. D.* and *E. F.* their Executors, Administrators and Assigns, after the rate and price of Sixty four pound the square, for every square of the said Building, the said Money after the rate aforesaid to be paid as followeth, That is to say, When the Floor over the said Cellar is laid, fifty pound thereof: when the next Floors up one pair of Stairs are laid, fifty pounds more thereof; when the next Floors over that up two pair of Stairs are laid, fifty pounds more thereof, &c. (as to the rest) and when all the said Work and Building shall be wholly done and finished in all things, according to the true meaning of these presents, all the remaining Money that shall be due for the same, at the rate of Sixty four pounds the square, as aforesaid.

In Witness, &c.

F I N I S

Ex. G. a. a.

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